

Response to Pre-Bid Queries						
Sr. No.	Page No.	Clause No.	Clause	Clarification Point as stated in the tender document	Clarification Sought	NABARD's Response
1	65	Annexure VII	Technical Parameter	Should have Sandbox for new protections.	1) No. of end-point license required for ATP. 2) No. of files to be scanned per hours basis	(1) 1000 Users (2) 10000 files (Assumption 10 files per user per hour). The APT & Sandbox solution would be considered as Good to have feature as indicated in the RFP. The APT/Sandbox solution ,if offered, should preferably be on-premise one.
2	67	Annexure VII	Technical Parameter	Supports APT defense. Interworking with the Sandbox to detect and block the malicious files in the network.		
3	68	Annexure VII	Technical Parameter	The Malware prevention engine of the proposed solution should be able to detect & prevent the Spyware, Ransomware & Adware for pattern based blocking at the gateways.		
4	67	Annexure VII	Technical Parameter	The proposed solution should be able to detect & Prevent attack types such as spam sending click fraud or self-distribution, that are associated with Bots	Number of Emails to be scanned for Zero day / Ransomware threat per day / hour	1000 Emails
5	34	6	Payment Terms	Hardware 10% of the Hardware cost will be paid on acceptance of project plan by NABARD. 50% of the hardware cost on delivery and successful installation & testing. 40% after one month from the go-live at both DC &DR. Implementation/Installation Cost:- 65% payment after successful installation. 35% after one month from the go-live at both DC &DR.	Hardware 80% on delivery & on acceptance of project plan by NABARD. 20% on implementation and sign off Implementation/Installation Cost:- 100% on installation sign off	Hardware 60% of the Hardware cost, licences/subscription etc. will be paid on delivery and acceptance of project plan by NABARD (TAMD document). 40% of the cost on successful installation & testing. Implementation/Installation Cost:- 65% payment after successful installation. 35% after one month from the go-live at both DC &DR. Warranty, AMC & FMS Cost:- This payment will be on yearly basis. b) Warranty, AMC charges towards support services and other service, if any, will be paid on yearly basis during the warranty, AMC period after seeking the service. c) Payment towards On-site support would also be paid on quarterly basis.
6	44	24	Term of execution of work	The overall time limit for satisfactory Supply, Installation, Customization, Testing and Commissioning of NGFW solution shall be four (04) weeks from the date of acceptance of the work order.	Request 6 weeks for delivery and 2 weeks for installation	Delivery : 5 weeks & Installation, Customization, Testing and Commissioning of NGFW: 3 Weeks i.e., Total of 8 weeks only.
7	44	24	Term of execution of work	The Vendors/Bidders aggregate liability to pay liquidated damages for the delay in completing the work shall not in any case exceed 25 % of the implementation cost.	Request a cap of 10%	No Change
8	47	27	Order cancellation	vi. Any other appropriate reason in view of NABARD.	Request deletion of the clause	Standard Legal Clause hence no change
9	NA	NA	Limitation of Liability		"Dimension Data requests NSE to add the below clause on Limitation of Liability as it was not mentioned in the RFP. ""Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the Annual Contract value"" "	No Change
10	100	Annexure XVIII	Fall Clause	The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems 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 and 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 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 BUYER, if the contract has already been concluded.	Request deletion of the clause	No Change
11	39	13.1	Uptime Efficiency		Request Maximum penalty at 10% of support cost, per location/ device	No Change
12	2	16	General Information	NABARD reserves the right to impose a penalty, if the successful bidder chooses to withdraw the bid.	NABARD reserves the right to <b>invoke the EMD impose a penalty</b> , if the successful bidder chooses to withdraw the bid.	No Change
13	3	22	General Information	Bidder is required to sign the Integrity Pact during the bidding process as per the Format attached	Bidder is required to sign the Integrity Pact during the bidding process as per the Format attached, <b>subject to deviations proposed</b>	No Change

14	3	25	General Information	After the selection process, the successful bidder should be prepared to revise the proposal, if need be, to fit the stated objectives of NABARD. At the end of these discussions, NABARD will notify the award of contract and forward format of Service Level Agreement (SLA) to the selected bidder.	After the selection process, the successful bidder should be prepared to revise the proposal, if need be, to fit the stated objectives of NABARD, <b>provided that any change outside the mutually agreed scope shall be through a Change Order process.</b> At the end of these discussions, NABARD will notify the award of contract and forward format of Service Level Agreement (SLA) to the selected bidder <b>with mutually agreed T&amp;Cs.</b>	No Change
15	3	26	General Information	The successful Bidder should submit the SLA on the stamp paper of requisite value and return it to NABARD within 14 days of receipt of notification	The successful Bidder should submit the <b>mutually agreed</b> SLA on the stamp paper of requisite value and return it to NABARD within 14 days of receipt of notification	No Change
16	10	2.8	Acceptance of Terms & Conditions	A bidder will, by responding to NABARD for RFP, be deemed to have accepted all the terms indicated therein. A signed copy of the RFP should be submitted, as a token of acceptance of all the terms & conditions mentioned in the RFP.	A bidder will, by responding to NABARD for RFP, be deemed to have accepted all the terms indicated therein, <b>subject to deviations proposed.</b> A signed copy of the RFP should be submitted, as a token of acceptance of all the terms & conditions mentioned in the RFP, <b>subject to deviations proposed.</b>	No Change
17	10	2.9.1 (i)	Lodgment of RFP	The response to the present bid will be submitted in two parts, Technical Bid containing the General Terms and Conditions including compliance to Technical Specifications and the other one containing the Commercial Bid on or before 06 December 2017 at 1400 Hrs.	The response to the present bid will be submitted in two parts, Technical Bid containing the General Terms and Conditions, <b>deviations proposed</b> including compliance to Technical Specifications and the other one containing the Commercial Bid on or before 06 December 2017 at 1400 Hrs.	No Change
18	11	2.9(v)	Lodgment of RFP	The price finalized shall remain valid for a period of 06 months from the date of such finalization i.e, date of issue of PO. In case NABARD intends to avail additional products and/or services offered in response to this RFP on or before the expiry of 06 months, the same should be made available at the finalized rate.	The price finalized shall remain valid for a period of 06 months from the date of such finalization i.e, date of issue of PO. In case NABARD intends to avail additional products and/or services offered in response to this RFP on or before the expiry of 06 months, the same should be made available at <b>mutually agreed the finalized</b> rate.	No Change
19	11	2.9(xii)	Lodgment of RFP	A signed copy of the RFP must be submitted along with the bid before the aforementioned closing date and time as mentioned in General Information Summary	A signed copy of the RFP <b>and deviations proposed</b> must be submitted along with the bid before the aforementioned closing date and time as mentioned in General Information Summary	No Change
20	11	2.9(xvi)	Lodgment of RFP	Bidders shall be deemed to license, and grant all rights to NABARD to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents	Bidders shall be deemed to license, and grant all rights to NABARD to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying <b>documents</b>	No Change
21	27	4.6.3	Warranty, Extended Warranty, AMC & FMS	NABARD reserves the right to cancel the AMC contract after giving 3 (three) months of notice. In case service provided under AMC is not satisfactory. In such case, NABARD shall execute an AMC contract with any other party for the balance period, at the risk and cost of the bidder. However, in case this situation arise bidder would actively carry out reverse transition process to the satisfaction NABARD	NABARD reserves the right to cancel the AMC contract after giving 3 (three) months of notice. <b>In any event of termination, Bidder will be paid for all deliverables/services rendered till the effective dte of termination.</b> In case service provided under AMC is not satisfactory. In such case, NABARD shall execute an AMC contract with any other party for the balance period, at the risk and cost of the bidder, <b>not to exceed 3% of the incremental cost of what would have been paid/payable to Bidder.</b> However, in case this situation arise bidder would actively carry out reverse transition process <b>to the satisfaction NABARD, which shall not exceed 6 months and shall be at cost to NABARD.</b>	No Change
22	30	4.7.7(i)	System & Security Audit	All audit points raised by the Software Auditor should be complied with by the selected vendor without any extra charge. During warranty and AMC period vendor need to comply with security and system audit observation and remove the audit observation.	All audit points raised by the Software Auditor during the <b>warranty stage</b> should be complied with by the selected vendor without any extra charge. During warranty and AMC period vendor need to comply with security and system audit observation and remove the audit observation <b>wherever commercially feasible.</b>	No Change
23	30	4.7.7(v)	System & Security Audit	The solution should have built in security features to comply with the requirements of regulatory agencies. The system must be compliant to the IT Act 2000 and all other relevant Acts or Schedules	The solution should have built in security features to comply with the requirements of regulatory agencies. <b>Wherever technically and commercially feasible.</b> The system must be compliant to the IT Act 2000 and all other relevant Acts or Schedules <b>applicable to Bidder's rendering of services</b>	No Change

24	32	4.7.11	Go-live	The system is said to be go –live if after all the required components of Next Generation Firewalls are delivered, installed, commissioned, configured, rules are migrated and/or mapped wherever required, tested both at DC as well as DR,creation of DMZ, and entire components of the system are smoothly running as per the expectation of NABARD and issuance of Final Acceptance certificate/letter from NABARD's competent authority	The system is said to be go –live if after all the required components of Next Generation Firewalls are delivered, installed, commissioned, configured, rules are migrated and/or mapped wherever required, tested both at DC as well as DR,creation of DMZ, and entire components of the system are smoothly running <del>as per the expectation of NABARD</del> and issuance of Final Acceptance certificate/letter from NABARD's competent authority	No Change
25	36	7.1	Technical	The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Offer in format given in Annexure V.	The Vendor/Bidder <del>is not currently should-not-have-been</del> blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice <del>as of the date of submission</del> . An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part of Technical Offer in format given in Annexure V, <del>subject to deviations proposed</del> .	No Change
26	38	12.1	Fofoiture of EMD	i. Vendor/Bidder withdraws his offer during the period of validity of the bid. ii. Non-acceptance of the orders when placed or Non-confirmation of acceptance of orders within the stipulated time after placement of orders. In case the successful bidder fails to duly acknowledge the acceptance of work order within the stipulated time of 02 days from the date of issuance of work order, the EMD of the successful bidder may be forfeited without any further communication to the successful bidder. iii. The successful bidder should start working on the project within 02 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder. iv. Any unilateral revision made by the Vendor during the validity period of the offer. v. If the successful Vendor/Bidder fails to execute the project satisfactorily within the stipulated time schedule. vi. NABARD's decision in the above cases will be final	i. Vendor/Bidder withdraws his offer during the period of validity of the bid. ii. Non-acceptance of the <del>mutually agreed</del> orders when placed or Non-confirmation of acceptance of orders within the <del>agreed</del> stipulated time after placement of orders. <del>In case the successful bidder fails to duly acknowledge the acceptance of work order within the stipulated time of 02 days from the date of issuance of work order, the EMD of the successful bidder may be forfeited without any further communication to the successful bidder.</del> iii. <del>The successful bidder should start working on the project within 02 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.</del> iv. Any unilateral revision made by the Vendor during the validity period of the offer. <del>v. If the successful Vendor/Bidder fails to execute the project satisfactorily within the stipulated time schedule.</del> vi. <del>NABARD's decision in the above cases will</del>	No Change
27	39	13.1	Uptime efficiency	The bidder shall guarantee an uptime of 99.9% for all the locations where the system is installed & configured during warranty, extended warranty period and also during AMC. Successful vendor shall provide 24x7 service support. Vendor shall ensure delivery of any replacement/repair of damaged part or equipment within same day from the time of reporting at no extra cost to the Bank.	Request to be added: <del>Notwithstanding anything to the contrary contained in the RFP, the maximum aggregate penalty/liquidated damages that can be imposed on the Bidder shall not exceed 3% of the total contract value</del>	No Change
28	40	13.2(v)	Response Time to errors	In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day penalty of 1% of the warranty & support cost per year for every day exceeding above said 4 hours resolution time apart from replacement of the respective hardware/software at Vendor's own cost for solving the errors. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of 1% of the warranty & support cost per year for every four (4) day's delay in resolution time apart from replacement of the respective hardware/software at the Vendor's own cost for solving such <del>errors</del>	Request to be added: <del>Notwithstanding anything to the contrary contained in the RFP, the maximum aggregate penalty/liquidated damages that can be imposed on the Bidder shall not exceed 3% of the total contract value</del>	No Change
29	40	13.2(iii)	Response Time to errors	In case of an occurrence of an error in the system, NABARD reserves the sole right to categories it under one of the above category. The decision taken on this regard by NABARD shall be final and binding on the vendor	In case of an occurrence of an error in the system, NABARD reserves the sole right to categories it under one of the above category. The decision taken on this regard by NABARD shall be final and binding on the vendor	No Change
30	40	15	Ethical Standard	In pursuit of this policy, NABARD will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.	In pursuit of this policy, NABARD will reject a proposal for award if <del>it determines that</del> the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.	No Change
31	40	16	Information Security	The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of NABARD's premise without written permission from NABARD. The Bidder's personnel shall follow NABARD's information security policy <del>and instructions in this behalf</del>		No Change
32	40	17	Integrity Pact	The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the RFP document	The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the RFP document, <del>subject to deviations proposed</del>	No Change

33	42	18	Indemnity	The Vendor/Bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect any hardware and/or software used for Firewall Solution or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Vendor/Bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof including third party claims. The vendor /Bidder shall be responsible for the loss or damage to the data and shall indemnify for the same. The successful Vendor/Bidder is required to submit a "letter of indemnity and undertaking" as per the prescribed format Annexure XV within thirty (30) days of commissioning of Firewalls	The Vendor/Bidder shall indemnify NABARD against all <del>third-party</del> claims in respect of patent rights, design, trademarks of name or other protected rights in respect any hardware and/or software used for Firewall Solution or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Vendor/Bidder shall defend all actions arising from such claims, <del>before any such infringement and receive their permission to proceed,</del> and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof <del>including third-party claims.</del> <del>The vendor /Bidder shall be responsible for the loss or damage to the data and shall indemnify for the same.</del> The successful Vendor/Bidder is required to submit a "letter of indemnity and undertaking" as per the prescribed format Annexure XV within thirty (30) days of commissioning of Firewalls, <del>subject to</del>	No Change
34	42	18	Indemnity	(a) It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation. (b) Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. (c) Bidder should take full responsibility for its and its employee's actions. Further, since NABARD's data could be integrated/used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to NABARD's data	(a) It is clarified that the bidder shall in no event <del>enter into a settlement, compromise or make</del> any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation. (b) Bidder shall be responsible for any <del>loss of data,</del> loss of life, <del>etc,</del> due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. (c) Bidder should take full responsibility for its and its employee's actions. <del>Further, since NABARD's data could be integrated/used under Bidder provided software,</del> the Bidder should be responsible for <del>loss/compromise or damage to NABARD's data</del>	No Change
35	42	18	Indemnity	(g) The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, NABARD has the right to cancel the order and the Bidder will have to refund the total amount received from NABARD along with the interest and separate penalties. Similar conditions apply to software as well the system software must be licensed and original (h) Bidder shall indemnify, keep indemnified, hold harmless, defend and protect NABARD 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.	<del>(g) The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, NABARD has the right to cancel the order and the Bidder will have to refund the total amount received from NABARD along with the interest and separate penalties. Similar conditions apply to software as well the system software must be licensed and original</del> (h) Bidder shall indemnify, keep indemnified, hold harmless, defend and protect NABARD and its employees/ officers/ staff/ personnel/ representatives/ agents <del>from any failure or omission on its part to do so and</del> 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 <del>the above and all other</del> applicable statutory obligations <del>arising there from.</del>	No Change
36	43	19	Security deposit by way of Performance Bank Guarantee	In case, the Vendor/Bidder does not perform under the contract to the full satisfaction of NABARD, NABARD reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period and Vendor/Bidder shall be liable to refund the full or proportionate amount, if already paid for the said items / services etc. In this regard the decision of NABARD shall be final. Performance or quality of the Firewalls & its functioning or services rendered can separately or collectively be subject to deduction of sums as compensation from the Performance Bank Guarantee	In case, the Vendor/Bidder does not perform under the contract <del>to the full satisfaction of NABARD,</del> NABARD reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period, <del>except for deliverables/services already accepted by NABARD and</del> Vendor/Bidder shall be liable to refund the full or proportionate amount, if already paid for the said items / services etc. <del>In this regard the decision of NABARD shall be final.</del> Performance or quality of the Firewalls & its functioning or services rendered can separately or collectively be subject to deduction of sums as compensation from the Performance Bank Guarantee	No Change

37	44	24	Term of execution of work	The overall time limit for satisfactory Supply, Installation, Customization, Testing and Commissioning of NGFW solution shall be four (04) weeks from the date of acceptance of the work order. Time shall be the essence of the contract. If the Vendor/Bidder fails to effect and complete the work within the time as stipulated as above, the Vendor/Bidder shall be liable to pay NABARD liquidated damages a sum of 1 % of the implementation cost for each completed day of delay in completion of work. The Vendors/Bidders aggregate liability to pay liquidated damages for the delay in completing the work shall not in any case exceed 25 % of the implementation cost.	The overall time limit for satisfactory Supply, Installation, Customization, Testing and Commissioning of NGFW solution shall be four (04) weeks from the date of acceptance of the work order. <del>Time shall be the essence of the contract.</del> If the Vendor/Bidder fails to effect and complete the work within the time as stipulated as above, the Vendor/Bidder shall be liable to pay NABARD liquidated damages a sum of 1 % of the implementation cost for each completed day of delay in completion of work. The Vendors/Bidders aggregate liability to pay liquidated damages /penalties for the delay in completing the work shall not in any case exceed <del>3%</del> 25-% of the implementation cost.	Please see ponit no. 6 above
38	45	25	Confidentiality	The bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or NABARD's business or operations without the prior written consent of NABARD. Bidder is required to give undertaking in the format given in Annexure XIII	The bidder either during the term or after the expiration of this contract <del>for a period of two years,</del> shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or NABARD s business or operations without the prior written consent of NABARD. Bidder is required to give undertaking in the format given in Annexure XIII, <del>subject to deviations proposed. To the extent Bidder shares its confidential or proprietary information with NABARD for effective performance of the Services, the provisions of this clause shall apply mutatis mutandis on NABARD.</del>	No Change
39	45	26 (ii)	Settlement of disputes by Arbitration	In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided	In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. <del>If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided</del>	No Change
40	46	26 (iii) (iv)	Settlement of disputes by Arbitration	As per RFP	Request deletion	No Change
41	47	27	Order cancellation	i. The selected bidder commits a breach of any of the Terms and conditions of the bid/ contract. ii. The bidder goes into liquidation voluntarily or otherwise is acquired / merged by another company within the contract duration. iii. Delay in delivery of the ordered equipment, etc. beyond three weeks from the date of acceptance of the work order (except with written permission from NABARD) or any instance where the progress regarding execution of contract, made by the selected bidder is found to be unsatisfactory. iv. Delay in installation and commissioning of the system beyond four weeks from the date of acceptance of the work order (except with written permission from NABARD). v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of Bid. vi. Any other appropriate reason in view of NABARD.	i. The selected bidder commits a <del>material</del> breach of any of the Terms and conditions of the bid/ contract <del>and fails to cure the same within 30 days of notice.</del> ii. The bidder goes into liquidation voluntarily or otherwise is acquired / merged by another company within the contract duration. iii. Delay in delivery of the ordered equipment, etc. beyond three weeks from the date of acceptance of the work order (except with written permission from NABARD) <del>or any instance where the progress regarding execution of contract, made by the selected bidder is found to be unsatisfactory.</del> iv. Delay in installation and commissioning of the system beyond four weeks from the date of acceptance of the work order (except with written permission from NABARD). v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of Bid. <del>vi. Any other appropriate reason in view of NABARD.</del>	No Change
42	47	27	Order cancellation	NABARD further reserves the right to recover and adjust any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract or order, against the cancellation if any of the Purchase/Work Order for any of the above mentioned reasons	NABARD further reserves the right to recover and adjust any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract <del>or any other contract or order,</del> against the cancellation if any of the Purchase/Work Order for any of the above mentioned reasons. <del>In any event of termination, Bidder shall be paid for all deliverables/services rendered till the effective date of termination.</del>	No Change

43	47	29	Right to alter quantities	As per RFP	Request to be replaced with: <b>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</b>	No Change
44	47	30	Force Majeure	Decision of NABARD in this regard shall be final and shall not be questioned in arbitration or other legal proceedings	Decision of NABARD in this regard shall be final and shall not be questioned in arbitration or other legal proceedings	No Change
45	50	Annexure I	RFP Download Declaration	We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid. I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP	We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid, <b>subject to deviations proposed</b> . I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP, <b>subject to deviations proposed</b>	No Change
46	55	Annexure V	Black List	I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank , Financial Institution , Govt's Vendor Black List  We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank , Financial Institution , Govt's Vendor Black List  We hereby declare that we have not been placed on any black list declared by declared by any Bank , Financial Institution , Govt's Vendor Black List	I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner <b>is currently have-been</b> placed on black list declared by any Bank , Financial Institution , Govt's Vendor Black List <b>as of the date of submission of the bid</b>  We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/ Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern <b>is currently have-or-has</b> been placed on blacklist declared by any Bank , Financial Institution , Govt's Vendor Black List <b>as of the date of submission of the bid</b>  We hereby declare that we <b>are have not currently been</b> placed on any black list	No Change
47	56	Annexure VI	Forwarding Letter (Technical Bid)	I/we, the undersigned offer to provide the desired solution and services for the NABARD's IT assets at select business units of the NABARD in conformity with the terms and conditions of the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid	I/we, the undersigned offer to provide the desired solution and services for the NABARD's IT assets at select business units of the NABARD in conformity with the terms and conditions of the said RFP, <b>deviations proposed</b> and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid	No Change
48	56	Annexure VI	Forwarding Letter (Technical Bid)	This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. I/We have not been barred/black-listed by any regulatory / statutory authority in India and we have required approval, if any, to be appointed as a service provider	This Bid, together with your written acceptance thereof, <b>deviations proposed</b> and your notification of award, shall constitute a binding Contract between us. I/We <b>are have-not been</b> barred/black-listed by any regulatory / statutory authority in India <b>as of the date of submission of the bid</b> and we have required approval, if any, to be appointed as a service provider	No Change
49	78	Annexure IX	Forwarding Letter (Commercial Bid)	I/we, the undersigned, offer to supply, deliver and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid	I/we, the undersigned, offer to supply, deliver and commission the various requirements in conformity with the said RFP <b>and deviations proposed</b> for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid	No Change
50	85	Annexure XII	EMD	.....which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said license to the satisfaction of NABARD and / or its Consultants	Request deletion as EMD cannot be invoked for non-conformance to the contract. PBG will be submitted towards the same.	No Change
51	85	Annexure XII	EMD	Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said license in the satisfaction of the NABARD / its Consultants within the time stipulated therein	Request deletion as EMD cannot be invoked for non-conformance to the contract. PBG will be submitted towards the same.	No Change

52	85	Annexure XII	EMD	that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority	Request deletion as EMD cannot be invoked for non-conformance to the contract. PBG will be submitted towards the same.	No Change
53	89	Annexure XV	Indemnity	We, the _____ Limited hereby declare and certify that we are the rightful owners/ licensees of the said solution offered for sale to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force	We, the _____ Limited hereby declare and certify that we are the rightful owners/ licensees of the said solution offered for sale to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force	No Change
54	89	Annexure XV	Indemnity	We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems	We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us by a third-party for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems	No Change
55	91	Annexure XVI	Confidentiality	This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.	This Undertaking shall continue for a period of two years from expiry/termination of the contract perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein. Request to be added: To the extent Bidder shares its confidential or proprietary information with NABARD for effective performance of the Services, the provisions of this clause shall apply mutatis mutandis on NABARD.	No Change
56	93	Annexure XVII	NDA		Request to be added: To the extent Bidder shares its confidential or proprietary information with NABARD for effective performance of the Services, the provisions of this clause shall apply mutatis mutandis on NABARD. Oral disclosures shall be reduced to writing within 15 days of such disclosure. Notwithstanding anything to the contrary contained anywhere in the RFP, the confidentiality obligations will survive for a period of two years from expiry/termination of the contract.	No Change
57	96	Annexure XVIII	Pre-integrity Pact	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER who is actively involved in this deal either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has significant financial interest/stake (over 2% shareholding) in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender	No Change
58	36	7.1 (iv), 8	Technical	As per RFP	Request deletion	No Change
59	NA	NA	Savings Clause	New Clause Added	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 NABARD's omissions or actions whatsoever.	Not Accepted
60	NA	NA	Deemed Acceptance	New Clause Added	Services and/or deliverables shall be deemed to be fully and finally accepted by NABARD in the event when NABARD has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when NABARD 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 NABARD.	Not Accepted

61	NA	NA	SNR	New Clause Added	NABARD hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. NABARD agrees that Bidder shall not be in any manner be liable for any delay arising out of NABARD'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.	Not Accepted
62	NA	NA	Transfer of risk and title	New Clause Added	Bidder assumes that the title of ownership and risk of the goods supplied under this Contract is passed onto NABARD on delivery of the material at the NABARD location.	Not Accepted
63	NA	NA	Limitation of Liability	New Clause Added	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.  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.	Not Accepted
64	NA	NA	Termination	New Clause Added	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.  In the event of termination by owner, the Bidder shall be paid for the: 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 5. unrecovered investments shall be paid by NABARD as per termination schedule	Not Accepted
65	NA	NA	Pass through Warranties	New Clause Added	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 NABARD 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.	Not Accepted
66	NA	NA	Exceptions to indemnity	New Clause Added	Exceptions to Indemnity (a) Bidder shall not have any liability to NABARD under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by NABARD where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by NABARD; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for NABARD the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.	Not Accepted
67	NA	NA	Intellectual Protection	New Clause Added	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 NABARD.	Not Accepted



68	NA	NA	Bidders right to terminate	New Clause Added	The 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
69	NA	NA	Non-hire	New Clause Added	During the term of this Agreement and for a period of one year thereafter NABARD 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 NABARD 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	Not Accepted
70	18	4.1	Project Objective	Updates and upgrades to remote sites should be automated and performed seamlessly with the ability to view and manage remote operations through the central management system.	Updates and <del>upgrades</del> to remote sites should be automated and performed seamlessly with the ability to view and manage remote operations through the central management system.	No Change. In case upgrade needs visit of the resources it should be without extra cost to NABARD and to be completed within the <u>prescribed time limit</u>
71	24	4.5	software	The proposed solution should be bundled all the softwares, firmwares, licences, subscriptions etc. Bidder should ensure that all licenses/subscriptions like appliance, management Server, Operating System, database (if required), up-gradation etc. are part of the offer. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC, at no extra cost to the Bank. Software /Firmware updates and upgrades during period of warranty / AMC should be at no additional cost to Bank	The proposed solution should be bundled all the softwares, firmwares, licences, subscriptions etc. Bidder should ensure that all licenses/subscriptions like appliance, management Server, Operating System, database (if required), <del>up-gradation</del> -etc. are part of the offer. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC, at no extra cost to the Bank. Software /Firmware updates <del>and upgrades</del> -during period of warranty / AMC should be at no additional cost to Bank	No Change
72	26	4.6.3(ix)	Warranty, Extended Warranty, AMC & FMS	Warranty of the appliance with software will be for five year from the date of successful installation. It would be the vendor's responsibility to provide for the latest version/upgrades/hot fixes/patches and installation of the same etc. for the proposed solution, as and when they are released during the period of warranty, extended warranty /AMC period.	Warranty of the appliance with software will be for five year from the date of successful installation. It would be the vendor's responsibility to provide for the <del>latest</del> -version/upgrades/hot fixes/patches and installation of the same etc. for the proposed solution, as and when they are released during the period of warranty, extended warranty /AMC period.	No Change
73	27	4.6.3	Warranty, Extended Warranty, AMC & FMS	NABARD reserves the right to cancel the AMC contract after giving 3 (three) months of notice. In case service provided under AMC is not satisfactory. In such case, NABARD shall execute an AMC contract with any other party for the balance period, at the risk and cost of the bidder. However, in case this situation arise bidder would actively carry out reverse transition process to the satisfaction NABARD	NABARD reserves the right to cancel the AMC contract after giving 3 (three) months of notice. In case service provided under AMC is not satisfactory. In such case, NABARD shall execute an AMC contract with any other party for the balance period, at the risk and cost of the bidder <del>MAX upto 3% of undelivered services</del> . However, in case this situation arise bidder would actively carry out reverse transition process to the satisfaction NABARD <del>&amp; shall be paid for all the services till date ind. WIP</del>	No Change
74	31	4.7.10	Final Acceptance Certificate	Warranty of the Hardware will start from the date of issue of Installation Certificate.	Warranty of the Hardware will start from the date of <del>issue of Installation Certificate</del> . <u>Delivery</u>	No Change
75	33	4.7.14	Shifting of premises	Bidder will be informed about old and new location/office details as and when the Bank decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at no additional cost	Bidder will be informed about old and new location/office details as and when the Bank decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at <del>no</del> additional cost	No Change
76	34	5	Pricing & Tax variation	The price would be inclusive of all applicable taxes under the Indian law. However, payment towards taxes would be made at actuals.	The price would be inclusive of all applicable taxes under the Indian law. However, payment towards taxes would be made at actuals. <u>In case of any change in tax rates, the same shall be reimbursed</u>	No Change
77	34	6	Payment	10% of the Hardware cost will be paid on acceptance of project plan by NABARD. 50% of the hardware cost on delivery and successful installation & testing. 40% after one month from the go-live at both DC & DR	<del>25%</del> 10% of the Hardware cost will be paid on acceptance of project plan by NABARD. <del>60%</del> 50% of the hardware cost on delivery and successful installation & testing. 40% <del>15%</del> after one month from the go-live at both DC & DR	Please see point no. 5 above
78	35	6	Payment	65% payment after successful installation. 35% after one month from the go-live at both DC & DR	<del>90%</del> 65% payment after successful installation. <del>10%</del> 35% after one month from the go-live at both DC & DR	Please see point no 5 above
79	35	6	Payment	This payment will be on quarterly basis. b) Warranty, AMC charges towards support services and other service, if any, will be paid on quarterly basis during the warranty, AMC period after seeking the service. c) Payment towards On-site support would also be paid on quarterly basis.	This payment will be on <u>Monthly</u> <del>quarterly</del> basis. b) Warranty, AMC charges towards support services and other service, if any, will be paid on quarterly basis during the warranty, AMC period after seeking the service. c) Payment towards On-site support would also be paid on <u>Monthly</u> <del>quarterly</del> basis.	This payment will be on yearly basis. b) Warranty, AMC charges towards support services and other service, if any, will be paid on yearly basis during the warranty, AMC period after seeking the service. c) Payment towards On-site support would also be paid on quarterly basis. Please see point no. 5 for more details.

80	38	12.1	EMD shall be forfeited if	The successful bidder should start working on the project within 02 days of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.  If the successful Vendor/Bidder fails to execute the project satisfactorily within the stipulated time schedule.  NABARD's decision in the above cases will be final.	The successful bidder should start working on the project within <del>02 days</del> <b>2 weeks</b> of the acceptance of the work order failing which NABARD reserve the right to forfeit EMD amount from the successful bidder.  If the successful Vendor/Bidder fails to execute the project satisfactorily within the stipulated time schedule <u>solely due to SI fault</u> .  <del>NABARD's decision in the above cases will be final.</del>	No Change
81	39	13.1	Uptime Efficiency	Vendor shall ensure delivery of any replacement/repair of damaged part or equipment within same day from the time of reporting at no extra cost to the Bank	Vendor shall ensure delivery of any replacement/repair of damaged part or equipment within <del>same day</del> from the time of reporting at no extra cost to the Bank	No Change
82	39	13.1	Penalty	Sl.No. Shortfall in Performance Penalty(% of the contract value of the services) 1 <= 1% 2 >1% and <= 3% 3 >3% and <= 5% 4 >5% and <=6% 6 5 >6% and <=8% 8 6 >8% and <=10% 10 7 More than 10% 25	Sl.No. Shortfall in Performance Penalty(% of the monthly contract value of the services) 1 <= 1% ..... <del>1-5%</del> 2 >1% and <= 3% <del>3-1%</del> 3 >3% and <= 5% <del>5-2%</del> 5 4 >5% and <=6% <del>6-3%</del> 6 5 >6% and <=8% <del>8-4%</del> 8 6 >8% and <=10% <del>10-5%</del> <del>7 More than 10% 25 6%</del>	No Change
83	39	13.2	Response Time to errors	In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day penalty of 1% of the warranty & support cost per year for every day exceeding above said 4 hours resolution time apart from replacement of the respective hardware/software at Vendor's own cost for solving the errors. Such penalty shall be adjusted as maintenance credit against the AMC/Warranty cost payable by the NABARD to the vendor. vi. The vendor should undertake and guarantees that all the Low Level Errors will be resolved within 4 hours of the NABARD intimating the same through writing, telephone or fax. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of 1% of the warranty & support cost per year for every four (4) day's delay in resolution time apart from replacement of the respective hardware/software at the Vendor's own cost for solving such errors. Such penalty shall be adjusted as maintenance credit against the AMC charges payable by NABARD to the vendor.	In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day penalty of <del>1%</del> <b>.25%</b> of the warranty & support cost per year for every day exceeding above said 4 hours resolution time apart from replacement of the respective hardware/software at Vendor's own cost for solving the errors. Such penalty shall be adjusted as maintenance credit against the AMC/Warranty cost payable by the NABARD to the vendor. vi. The vendor should undertake and guarantees that all the Low Level Errors will be resolved within 4 hours of the NABARD intimating the same through writing, telephone or fax. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of <del>1%</del> <b>.25%</b> of the warranty & support cost per year for every four (4) day's delay in resolution time apart from replacement of the respective hardware/software at the Vendor's own cost for solving such errors. Such penalty shall be adjusted as maintenance credit against the AMC charges payable by NABARD to the vendor.	Critical errors : Resolution time is 4 Hours & Low errors : Resolution time is 8 Hrs. Penalty will be calculated at the same rate post expiry of the stipulated time indicated above.All other conditions remain unchanged.
84				To be added.	The max penalty arising from this contract shall not exceed 5% of ACV under any circumstances	No Change
85	42	18	Indemnity	The Vendor/Bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect any hardware and/or software used for Firewall Solution or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto	The Vendor/Bidder shall indemnify NABARD against all <del>3rd party</del> claims in respect of patent rights, design, trademarks of name or other protected rights in respect any hardware and/or software used for Firewall Solution <del>or in connection with the works or temporary works</del> and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto	No Change
86	43	19	Security deposit by way of Performance Bank Guarantee	The NABARD shall be entitled to deduct from the deposit any loss or damage which the NABARD may be put to, by reason of any act or default recoverable by the NABARD from the Vendor and to call upon the Vendor to maintain the deposit at the original limit by making further deposits	The NABARD shall be entitled to deduct from the deposit any loss or damage which the NABARD may be put to, by reason of any act or default recoverable by the NABARD from the Vendor and to call upon the Vendor to maintain the deposit at the original limit by making further deposits	No Change
87	47	27	Order cancellation	The selected bidder commits a breach of any of the Terms and conditions of the bid/ contract  Delay in installation and commissioning of the system beyond four weeks from the date of acceptance of the work order (except with written permission from NABARD)	The selected bidder commits a breach of any of the Terms and conditions of the bid/ contract  Delay in installation and commissioning of the system beyond four weeks from the date of acceptance of the work order (except with written permission from NABARD)  <u>Provided 30days cure period is provided</u>	No Change
88	NA	NA	NA	LOL	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. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of Annual contract value.	Not Accepted

89	NA	NA	NA	SNR	Bidder assumes that the sites shall be kept ready for installations and acceptance well before deliveries. However, in case the installation/ acceptance gets delayed beyond 15 days of delivery, due to sites not ready or any other reason attributable to the customer, the equipment/Software shall be deemed to have been installed and commissioned for the purpose of payment, warranty, title transfer or any other related clause.	Not Accepted
90	NA	NA	NA	Deemed Acceptance	Deliverables will be deemed to be fully and finally accepted by Customer in the event Customer has not submitted such Deliverable Review Statement to Implementation Partner before the expiration of the 15-day review period, or when Customer uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").	Not Accepted
91	NA	NA	NA	Change Request	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. Implementation Partner will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. Absent a signed Change Order, Implementation Partner shall not be bound to perform any additional services. The parties agree to negotiate in good faith all Change Order proposals.	Not Accepted
92	NA	NA	NA	Exclusion of incidental damages	Neither party shall, in any event, regardless of the form of claim, be liable for 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.	Not Accepted
93	NA	NA	NA	Payment to invoices	Customer shall pay invoices within fifteen (15) days from the date of receipt of invoices, except for those portions of any invoice that the Customer disputes in good faith. Delayed payments shall incur interest at the rate of 1.5% per month. If whole or any part of the fees and other payments remain outstanding for 90 days after the same have become due, Wipro shall at its sole discretion, be entitled to discontinue the provision of services.	Not Accepted
94	NA	NA	NA	Exclusion of Implied warranties	EXCEPT FOR THE FOREGOING WARRANTIES, WIPRO EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND / OR FITNESS FOR ANY PARTICULAR PURPOSE.	Not Accepted
95	NA	NA	NA	Effects of Termination	in the event of termination, Customer shall pay SI/Implementation partner for services rendered including work in progress and Product delivered till the effective date of the termination	Not Accepted
96	16	4.1	Project Objective	The solution proposed should be compatible with the existing Checkpoint UTM firewall at DC and SonicWALL at DR.	What is the need for the solution to be compatible as the new firewalls will replace the Checkpoint UTM and SonicWall UTM at DC & DR?	Only SonicWall at DC is being replaced
97	16	4.1	Project Objective	The standby firewall (same make and model) being procured through this RFP for HA should be configured with all policy so that the same can be up when the primary one is down for any reason.	Where will the standby firewall be placed	In HA cluster
98	19	4.2	Project Plan	Bidder should be able to complete the project within four (04) weeks from the date of issue of PO under any circumstances.	It would take minimum 6 weeks for the hardware to be delivered and another 2 weeks for the migration and configuration of the new devices. Post that the devices will be placed seamlessly into the network. Hence please change 4 weeks to at least 12 weeks.	Please see point no. 6 above
99	61	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	Solution should support option to integrate with Email/SMS/token based 2FA for Internal as well as VPN users authentication.	For internal user authentication a firewall can integrate with MS AD and give a single sign on (SSO) while for VPN users we can use a combination of user ID and certificate check to make more secure way of authentication.	Accepted
100	67	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	The proposed solution should be able to detect & Prevent attack types such as spam sending click fraud or self-distribution, that are associated with Bots.	Each OEM have different mechanism in achieving this functionality.	Accepted and no change
101	70	Annexure VII	Technical Parameter (Identity Awareness Features)	Identity Access should be able to distinguish between employee and other like guests and contractors.	Integration with MS AD gives identification of the employees while the guest / contractors can be identified by separate network subnets.	Accepted
102	71	Annexure VII	Technical Parameter (Application Control)	Local whitelist and blacklist, remote real-time blacklist, content filtering, keyword filtering, and mail filtering by attachment type, size, and quantity.	Mail filtering based on attachment type, size and quantity is achieved by means of a separate email security solution to provide granular and full control to the security team.	Accepted
103	35	7.1	Technical	The bidder must preferably be ISO 9001:2008, ISO 27001:2005 certified company.	We are ISO 27001:2005 Certified company	Accepted

104	35	7.1	Technical	The bidder should be able to provide services at Mumbai & Delhi. The bidder should have presence with dedicated teams/ support available at abovementioned centers. Vendor may have support center near Delhi location. In case there is no support center at Delhi, vendor may be ready to provide support at their own cost. No travel, fooding, lodging etc. expenses would be paid by NABARD. There is no provision of remote support wrt these devices except for OEM's support. NABARD will not bear any expenditure for such arrangements.	Have registered office in Mumbai for Sales and Support for Mumbai we have two residence engineer on Network security	Accepted
105	36	7.2	Financial	Bidder should have total turnover of ₹. 1 Crore or more through similar projects i.e, implementation of security solution in the last three years. Supporting documents in this regard should be provided as a part of Technical offer.	We have more than ₹. 1 cr turnover for Data center security which include DDoS, Deep Security, Firewall extra, Proxy please clarify if it specific to security.	Accepted
106	36	7.2	Financial	The bidder must have completed minimum two such Projects with project cost not less than ₹. 50 lakhs involving security solutions in last five years. Supporting documents in this regard should be provided as a part of Technical offer.	We have security project more than ₹. 1 CR, which are like of Proxy and DDoS	Accepted
107	58-60	Annexure VII	Technical Parameter (General Requirement)	The Firewall system should have provision of Web Content Filter, Application Control, Antivirus systems and Intrusion Prevention in the same solution.	The Firewall system should have provision of Web Content Filter, Application Control, Antimalware systems and Intrusion Prevention in the same solution.	No Change
108	58-60	Annexure VII	Technical Parameter (General Requirement)	The NGFW should have integrated IPS, Antimalware Anti Bot, Antivirus, IPSec VPN, Bandwidth Management, DPI, Application Control and user control & awareness.	The NGFW should have integrated IPS, Antimalware Anti Bot, Antivirus, IPSec VPN, DPI, Application Control and user control & awareness.	No Change
109	58-60	Annexure VII	Technical Parameter (General Requirement)	Appliance should support plug & play Active – Active connections without any dependency on any other tool.	Appliance should support plug & play Active – Active or Active - Passive connections without any dependency on any other tool.	Accepted
110	58-60	Annexure VII	Technical Parameter (General Requirement)	The proposed solution should support Virtualization (Virtual Firewall, Security zones and VLAN) with minimum 10 Virtual Firewall license.	Remove the clause	In case NABARD wish to set up Hybrid cloud, the proposed solution should be compatible with the environment.
111	58-60	Annexure VII	Technical Parameter (General Requirement)	The proposed system should have integrated traffic shaping functionality	The proposed system should have integrated traffic shaping functionality.	No Change. However QoS will do.
112	58-60	Annexure VII	Technical Parameter (General Requirement)	The proposed product should have the ability to prevent data loss through SMTP, FTP, HTTP, HTTPS & IM and using any application.	Remove the clause	No Change
113	58-60	Annexure VII	Technical Parameter (General Requirement)	Should have built in pattern database and option to configure new patterns as and when required and should have full archive features for http, https, ftp, ftps & email protocols	Remove the clause	No Change
114	58-60	Annexure VII	Technical Parameter (General Requirement)	The solution should create configuration templates to quickly provision devices for mass deployment.	Remove the clause	No Change
115	60-61	Annexure VII	Technical Parameter (Architecture Features)	The firewall must support stateful active-active load balancing and high availability for redundancy.	The firewall must support stateful active-active or active passive modes to provide high availability for redundancy.	Accepted
116	60-61	Annexure VII	Technical Parameter (Architecture Features)	The Firewall should support a minimum of 8 x GE RJ45, 8x GE SFP , 8x10G SFP+ (4 Populated with SR) & 1xGE Management & 1 Console interfaces with auto sensing capacity and option to expand further.	The Firewall should support a minimum of 8 x GE RJ45, 8x GE SFP , 8x10G SFP+ (4 Populated with SR) & 1xGE Management & 1 Console interfaces with auto sensing capacity and option to expand further.	The Firewall should support a minimum of 8 x GE RJ45, 4x GE SFP , 2x10G SFP+ & 1xGE Management & 1 Console interfaces with auto sensing capacity and option to expand further.
117	61-62	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The product's Firewall Modules should support the deployment in Routed as well as Transparent Mode and support web proxy/SSL proxy	The product's Firewall Modules should support the deployment in Routed as well as Transparent Mode.	No Change
118	61	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	Solution should support option to integrate with Email/SMS/token based 2FA for Internal as well as VPN users authentication.	Solution should support option to integrate with Email / SMS/ token / certificate based 2FA for Internal as well as VPN users authentication.	Accepted
119	61	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The Firewall should support deployment of Virtualization at least for 5 virtual context from the day one without any additional cost / licenses & must be upgradable upto 100 by addition license.	Remove the clause	In case NABARD wish to set up Hybrid cloud, the proposed solution should be compatible with the environment.
120	61	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The Firewall should support Inbound Port Forwarding with inbound Load Balancing if servers are running in high availability (layer 4)	Remove the clause	No Change
121	61	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	Virtual context must have all security features for use for every single firewall.	Remove the clause	In case NABARD wish to set up Hybrid cloud, the proposed solution should be compatible with the environment.
122	62-63	Annexure VII	Technical Parameter (Performance Requirements)	The solution should not have latency more than 10 microseconds.	Remove the clause	It is the latency when all the delivered features are ON.
123	62-63	Annexure VII	Technical Parameter (Performance Requirements)	The proposed solution should deliver more than 5 Gbps NGTP throughput enabling Firewall, IPS, Application Control, URL filter, Antivirus, AntiBot etc.	The proposed solution should deliver 5 Gbps or more throughput by enabling Firewall, IPS, Application Control, URL filter, Antimalware, AntiBot etc.	Minimum NGTP throughput is 4 Gbps
124	62-63	Annexure VII	Technical Parameter (Performance Requirements)	It should support min 10,000 users.	Remove the clause	No Change
125	62-63	Annexure VII	Technical Parameter (Performance Requirements)	It should support minimum 10,000 policies.	Remove the clause	Sizing may be done accordingly
126	62-63	Annexure VII	Technical Parameter (Performance Requirements)	Appliance should be supplied with at least 16GB RAM upgradable upto 32 GB using additional memory in the same slot. However, higher configuration would be preferred.	Remove the clause	No Change
127	62-63	Annexure VII	Technical Parameter (Performance Requirements)	Solution should be supplied with High Availability with Active-Active LS functionality.	Solution should be supplied with High Availability with Active-Active or Active- Passive functionality.	Accepted
128	62-63	Annexure VII	Technical Parameter (Performance Requirements)	Firewall Appliance should have a feature of holding multiple OS images to support resilience & easy rollbacks during the version upgrades	Remove the clause	Firewall appliance should have feature of holding at least two OS images (current & previous) for easy roll back.
129	63-67	Annexure VII	Technical Parameter (IPS)	IPS should provide protection for OWASP top 10 Website Vulnerability Classes.	IPS should provide protection for all well known vulnerability Classes.	No Change

130	63-67	Annexure VII	Technical Parameter (IPS)	Blocking SQL and Command Injection by Keywords traced in form field GET, POST etc.	Remove the clause	No Change
131	63-67	Annexure VII	Technical Parameter (IPS)	Should have a provision to configure blocking of Distinct and Non-Distinct SQL Commands, Shell Commands etc.	Remove the clause	No Change
132	63-67	Annexure VII	Technical Parameter (IPS)	Specific vulnerabilities keywords that can be used for scripting code, JavaScript and VBScript. commands, event that can trigger scripting engine, and HTML attributes and tags.	Remove the clause	No Change
133	63-67	Annexure VII	Technical Parameter (IPS)	Protections against Information disclosure for Header spoofing enforcement, directory listing prevention, error concealment, HTTP Protocol Inspections for HTTP format size enforcement, ASCII-only request enforcement, ASCII-only response header enforcement, header rejection definitions, HTTP method definitions.	Remove the clause	No Change
134	63-67	Annexure VII	Technical Parameter (IPS)	Protection for HTTP Clients using IE for COM (Component Object Model) and DOM (Document Object Model).	Remove the clause	No Change
135	63-67	Annexure VII	Technical Parameter (IPS)	Solution should have software bypass IPS function based on configured threshold of CPU, Memory.	Remove the clause	No Change
136	63-67	Annexure VII	Technical Parameter (IPS)	It should be able to take below actions	Remove the clause	Provision for the time interval between HTTP request and IP blocking
137	63-67	Annexure VII	Technical Parameter (IPS)	c. Time in which HTTP Request arrive and source IP will be blocked		
138	63-67	Annexure VII	Technical Parameter (IPS)	Integrated IPS functionality should be available as a software module that can be activated and de-activated as and when required.	Remove the clause	No Change
139	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	The Proposed solution should not allow patient zero in network. It should block malware entry in real-time.	The Proposed solution should detect patient zero in network. It should block malware entry in real-time.	No Change
140	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	The proposed solution should have an option of configuring file type recognition along with following actions i.e. Scan, Block, Pass on detecting the Known Malwares	The proposed solution should have an option of configuring file type recognition along with following actions i.e. Scan, Block.	No Change
141	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	Proposed solution should have feature to hold connection or file unless classification completes. Vendor should provide relevant document to support claim.	Remove the clause	No Change
142	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	Anti-virus scanning should support proactive and stream mode.	Remove the clause	No Change
143	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	Solution should be able to create a protection scope for the inspection.	Remove the clause	No Change
144	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	Anti-spyware for pattern based blocking at the gateway.	Remove the clause	No Change
145	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	The Anti-Virus should Scan files that are passing on CIFS protocol.	The Anti-Malware should Scan files that are passing on CIFS protocol.	No Change
146	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	The known Malware scanning should not be restricted by the any specific limit on the size of the of the file(s).	Remove the clause	No Change
147	67-70	Annexure VII	Technical Parameter (Anti Malware & Anti-Bot)	Firewall should offer both anti-virus scanning options - proxy mode and flow (streaming) mode	Remove the clause	No Change
148	70-71	Annexure VII	Technical Parameter (Identity Awareness Features)	Should have an option of time duration for Guests Login.	Remove the clause	The option of expiry period for the account must be there hence no change
149	71-72	Annexure VII	Technical Parameter (Application Control)	Application control database must contain more than 6000 known applications.	Application control database must contain atleast 4000 well known applications.	No Change
150	71-72	Annexure VII	Technical Parameter (Application Control)	Should have more than 80+ Categories based on Application types, Security Risk level etc.	Remove the clause	No Change
151	71-72	Annexure VII	Technical Parameter (Application Control)	Application Control Library should have more than 2000+ Web 2.0 applications and 200,000 Social Networking Widgets.	Remove the clause	No Change
152	71-72	Annexure VII	Technical Parameter (Application Control)	Should have more than 500+ Categories based on UrIs, Application types, Security Risk level etc.	Remove the clause	No Change
153	71-72	Annexure VII	Technical Parameter (Application Control)	Solution should have an option of mechanism of education users for eg Ask user before allowing access website.	Remove the clause	No Change
154	71-72	Annexure VII	Technical Parameter (Application Control)	Fine-grained identification of over 6000 application protocols, application specific action, and online update of protocol databases.	Fine-grained identification of well known application protocols, application specific action, and online update of protocol databases.	No Change
155	71-72	Annexure VII	Technical Parameter (Application Control)	Combination of application identification and virus scanning to recognize the viruses (more than 5 millions), Trojan horses, and malware hidden in applications.	Remove the clause	No Change
156	71-72	Annexure VII	Technical Parameter (Application Control)	Real-time anti-spam to detect and filter out phishing emails.	Remove the clause	The scope would be limited to source but not the content of emails.
157	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	Any changes or commands issued by an authenticated user should be logged to a database.	Any changes or commands issued by an authenticated user should be logged to a database or support audit trails.	No Change
158	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	Management framework and monitoring solution should monitor compliance status of the Threat Prevention devices in the real time. It is expected, the network solution to provide real-time and continuous assessment of configuration framework including major regulations like ISO27001, PCI DSS, SOX etc.	Remove the clause	No Change
159	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	Management should provide detailed Event analysis for Firewall, IPS, Application Control, and DLP with reporting of all the components.	Management should provide detailed Event analysis for Firewall, IPS, Application Control, and with reporting of all the components.	No Change
160	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	It should indicate automatically where improvements are needed and ongoing continuous assessment rather than manual intervention for meeting up compliance.	Remove the clause	Monitoring tool may have guiding/advising capability

161	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	Management framework should provide details on unused object and rules in the Policy Dashboard along with overlapping rules and super net rules.	Remove the clause	No Change
162	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	Vendor should include additional software and licenses for compliance feature framework and need to integrate with the management framework.	Remove the clause	No Change
163	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	Should provide a Http, Https, SSH, Telnet, SNMP based management console for managing and configuring various components of the appliance.	Separate Firewall management appliance should support access through WebUI (HTTPS), Command line interface (console) Command line interface (tel net) / Command line interface (SSH).	No Change
164	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	The proposed system should be able to facilitate administration audit by logging detailed activities to event log for management, configuration changes, updates which also enable Admin to boot firmware on the earlier revision / configuration in case of any errors.	The proposed system should be able to facilitate administration audit by logging detailed activities to event log for management, configuration changes.	No Change
165	72-75	Annexure VII	Technical Parameter (Administration, Management, & Logging/Reporting Functionality)	The Firewall should be Hardware based, Reliable, purpose-built security appliance with hardened operating system supporting State full policy inspection technology. It should have network's physical and logical topology view.	The Firewall should be Hardware based, Reliable, purpose-built security appliance with hardened operating system supporting State full policy inspection technology.	No Change
166	75	Annexure VII	Technical Parameter (Certifications)	The Firewall should be ICSA Labs certified for Firewall, IPS, IPsec, and SSL VPN.	Remove the clause	Accepted
167	75	Annexure VII	Technical Parameter (Certifications)	The Firewall should be EAL 4 + certified	The Firewall should be EAL 4 + / NDPP / NSS certified	Equivalent or higher will do
168	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It should support different upload rates for different protocol packets to avoid the impact of the CPU by a large number of protocol packets and to protect the CPU.	Remove the clause	No Change
169	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It serves as a proxy to detect and defend against threats in SSL-encrypted traffic using application-layer protection methods such as intrusion prevention, antivirus, data filtering, and URL filtering.	It serves to detect and defend against threats in SSL-encrypted traffic using application-layer protection methods such as intrusion prevention, antivirus, data filtering, and URL filtering.	No Change
170	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It allows users to create and manage virtual security services, including firewall, intrusion prevention, and antivirus services, on the same physical device.	Remove the clause	No Change
171	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It should detect redundant and conflicting policies to remove unnecessary and incorrect policies.	Remove the clause	No Change
172	75-76	Annexure VII	Technical Parameter (Miscellaneous)	Solution should support service-specific PBR and intelligent uplink selection based on multiple load balancing algorithms (for example, based on bandwidth ratio and link health status) in multi homing scenarios.	Remove the clause	No Change
173	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It should secure direct Internet access for Cloud applications for improved latency and reduce WAN cost spending.	Remove the clause	No Change
174	60-61	Annexure VII	Technical Parameter (Architecture Features)	The Firewall should support a minimum of 8 x GE RJ45, 8x GE SFP, 8x10G SFP+ (4 Populated with SR) & 1xGE Management & 1 Console interfaces with auto sensing capacity and option to expand further.	Why so many interfaces required on firewall where only gateway zones would be terminated. We request to mention actual required ports (1G, 10G and 40G)	The Firewall should support a minimum of 8 x GE RJ45, 4x GE SFP, 2x10G SFP+ & 1xGE Management & 1 Console interfaces with auto sensing capacity and option to expand further.
175	61-62	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The product's Firewall Modules should support the deployment in Routed as well as Transparent Mode and support web proxy/SSL proxy	Why do you require web proxy when it will slow down and impact the overall performance of the firewall? We request to remove the support of web proxy/SSL proxy	No Change
176	61-62	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	It should support BGP, OSPF, RIPv1 & 2, Multicast Tunnels, DVMRP protocols.	Are you using DVMRP? If not, we request to remove DVMRP protocol from the tender spec	Accepted
177	61-62	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The Firewall should support deployment of Virtualization at least for 5 virtual context from the day one without any additional cost / licenses & must be upgradable upto 100 by addition license	why do you need to have a max of 100 virtual context when they are not going to be utilized? Proposed to change to : "The Firewall should support deployment of Virtualization at least for 1 virtual context from the day one without any additional cost / licenses & must be upgradable up to 6 by additional license"	Accepted
178	61-62	Annexure VII	Technical Parameter (Performance Requirements)	The proposed solution should deliver more than 5 Gbps NGTP throughput enabling Firewall, IPS, Application Control, URL filter, Antivirus, AntiBot etc.	why do you require such a high threat throughput when the internet bandwidth is so low? Request to change the required throughput to 2Gbps	Minimum NGTP throughput is 4 Gbps
179	61-62	Annexure VII	Technical Parameter (Performance Requirements)	Firewall Throughput should be min 20 Gbps	What is 20Gbps throughput. We recommend to mention real next generation layer 7 inspection throughput requirement based on actual traffic flowing through firewall. We request to amend to 4 Gbps of layer 7 inspected throughput	Please see revised Annexure XX
180	61-62	Annexure VII	Technical Parameter (Performance Requirements)	IPS Throughput should be min 4 Gbps with all IPS features enabled.	why do you require separate IPS, App control or anti-malware throughput when you should receive consistent throughput regardless of number of security profiles that are turned on?	No Change. If NGFW & Threat Prevention throughput is 4Gbps & 3 Gbps respectively then it is acceptable. Please see revised Annexure XX
181	61-62	Annexure VII	Technical Parameter (Performance Requirements)	Full DPI throughput should be min 4 Gbps	As bank require good security features like AV, anti-spyware, vulnerability protection etc., most OEM tend to only enable few security signatures (called as default/recommended profile) to gain maximum performance. all security signatures &	
182	61-62	Annexure VII	Technical Parameter (Performance Requirements)	Application Control Throughput should be min 4 Gbps		
183	61-62	Annexure VII	Technical Parameter (Performance Requirements)	AntiMalware throughput should be min 2 Gbps		
184	61-62	Annexure VII	Technical Parameter (Performance Requirements)	It should support minimum 1 million concurrent connections	With such low sessions count currently, there is no need for 1 million sessions count requirement. Request to change to 500,000 sessions count	Accepted
185	61-62	Annexure VII	Technical Parameter (Performance Requirements)	It should support minimum 10,000 policies	If the current number of firewall policies does not exceed 2000, we request for the number of policies to be reduced from 10,000 to 5,000 in tender specs	Accepted

186	61-62	Annexure VII	Technical Parameter (Performance Requirements)	Solution should have software bypass IPS function based on configured threshold of CPU, Memory.	Why should IPS scanning be bypass with configurable cpu and memory? We request to remove this clause as proposed solution should be able to sustain the workload without compromising security	Accepted
187	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It should support different upload rates for different protocol packets to avoid the impact of the CPU by a large number of protocol packets and to protect the CPU.	Why should there be different upload rates when the firewall should provide consistent performance regardless of the size of packet. We request to remove this clause	No Change
188	61-62	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The product's Firewall Modules should support the deployment in Routed as well as Transparent Mode and support web proxy/SSL proxy	why do you require proxy based firewall when it will induce performance impact in terms of processing and throughput? Request to dilute the clauses as it is favoring specific vendor	No Change
189	75-76	Annexure VII	Technical Parameter (Miscellaneous)	It serves as a proxy to detect and defend against threats in SSL-encrypted traffic using application-layer protection methods such as intrusion prevention, antivirus, data filtering, and URL filtering.		No Change
190	61-62	Annexure VII	Technical Parameter (Network Protocol/Standards supported)	The proposed system shall support industry standards, L2TP, PPTP, IPSEC, and SSL VPN without additional cost for license or solution for VPN client and also IPSEC (DES, 3DES, AES) encryption/decryption and SSL encryption/decryption	Request to add SSH decryption also	No Change
191	NA	NA	NA	Centralized management and reporting and appliance should have capability of minimum 2 TB storage capacity with provision for future expansion and should support 10GB logs per day capacity	Suggest to add to provide operational benifites to the Bank.  Next gen firewall should also support local logging and complete reporting and corelation without need of any additional server/hardware/software/license. This would help bank to do operational tasks, check logs, reports, custom reports, threat reports in case there is any failure/connectivity issues with management solution	No Change
192	NA	NA	Additional Clause	Solution should be able to prevent attempts to steal credentials by stopping the submission of valid corporate credentials to illegitimate websites, and neutralizes an attacker's ability to use stolen credentials for lateral movement and network compromise by enforcing authentication policies at the network layer.	The theft and use of stolen passwords is one of the oldest attacks in the book, yet it remains highly effective. With stolen credentials, an adversary can bypass the entire attack lifecycle by impersonating a valid user, move uninterrupted throughout the organization's network, and shift to the abuse of credentials from within.	Would be preferred
193	NA	NA	NA	The Antivirus,IPS,URL engine of the solution must be provided and owned by the OEM itself and must not depend on a third party OEM for URL database		No Change
194	NA	NA	NA	Firewall should be able to block unknown URLs and Applications to prevent attacks using new apps and URLs (DGAs)		No Change
195	NA	NA	NA	The proposed solution shall support network traffic classification which identifies applications across all ports irrespective of port/protocol/evasive tactic without any additional licensing policy.		No Change
196	NA	NA	NA	For high performance with low latency the proposed solution must provide hardware FPGA offloading of application level (L7) content processing (Anti Virus, Anti Spyware, Vulnerability Protection, File-type filtering, Data filtering)		No Change
197	NA	NA	NA	Solution should provide malicious IP address feeds. These IP address feeds allow bank to leverage the latest OEM's threat intelligence when blocking traffic by IP address. Solution should also support external list with text file of IP addresses, domains, or URLs hosted on an external web server which can be imported into the firewall		No Change
198	NA	NA	NA	For proactive and better threat prevention, solution must support Malware and Phishing URL categories to be updated every five minutes based on the latest information from the vendor's own Threat Intelligence cloud.		No Change
199	NA	NA	NA	The proposed solution must allow policy rule creation for application identification, user identification, host profile, threat prevention, content filtering, QOS and scheduling in a single rule and not at multiple locations		No Change
200	NA	NA	NA	Firewall should provide unified logging and Automated Correlation Engine on the firewall itself without need of any additional software/hardware	This would help bank to get the intelligence for identifying suspicious behavior patterns across different sets of logs and they gather the evidence required to investigate and promptly respond to an event.	No Change
201	NA	NA	NA	For better visibility in to SaaS activity on your network, solution should support SaaS Application Usage ready made report		No Change
202	NA	NA	NA	Firewall should have single pass parallel processing architecture for predictable throughput when all services are enabled.		No Change
203	4	NA	Schedule of events	1,00,000/- (Rupees One Lakh Only) to be submitted as Bank Guarantee/Pay Order/ Demand Draft drawn on Commercial bank in favour of NABARD	We request you to waive the EMD amount as we have NSIC / MSME registration	No Change
204	25-27	4.6.3	Warranty, Extended Warranty, AMC & FMS	ix. Warranty of the appliance with software will be for five year from the date of successful installation. It would be the vendor's responsibility to provide for the latest version/updates/hot fixes/patches and installation of the same etc. for the proposed solution, as and when they are released during the period of warranty, extended warranty /AMC period.	Please note that the Warranty of the appliance with software will be for five year from the date of delivery and not successful installation. Kindly change the clause	No Change

205	34	5	Payment	<p>6. Payment - • Hardware 10% of the Hardware cost will be paid on acceptance of project plan by NABARD. 50% of the hardware cost on delivery and successful installation &amp; testing. 40% after one month from the go-live at both DC &amp; DR. • Implementation/installation Cost:- 65% payment after successful installation. 35% after one month from the go-live at both DC &amp; DR. • Warranty, AMC &amp; FMS Services:- a) This payment will be on quarterly basis. b) Warranty, AMC charges towards support services and other service, if any, will be paid on quarterly basis during the warranty, AMC period after seeking the service. c) Payment towards On-site support would also be paid on quarterly basis.</p>	<p>Please change payment terms as 80% on delivery of the hardware and balance 20% after successful installation / go live. For Warranty, please club the 5 years warranty cost to the hardware appliance cost since OEM does not offer the facility of staggered / yearly payments. For AMC and FMS, please change the payment terms to Quarterly advance.</p>	<p>Please see point no. 5 above</p>
206	104-106	Annexure XX	Detailed Specifications	<p>Table 2: Management, Reporting &amp; Logging server What is the reason we required 1 million concurrent connection? As peak concurrent connection so far is 25k. What future growth we expecting?</p>	<p>Will nabard provide OS for the logging server? What OS is required - Windows or linux?</p>	
207	NA	NA	NA	<p>As far as we observe in network, Nabard dont have any 10Gig traffic coming to firewall. What is the specific reason we required 10Gig and 40Gig ports on firewall. Also in RFP its mention different throughput for different engine. (Firewall throughput, IPS throughput, Application throughput, Malware throughput). What throughput we expecting after enabling all the features?</p>		<p>Min 5 lakhs concurrent should be supported. Please see revised Annexure XX</p>
208	NA	NA	NA	<p>What will be the time frame with SLA to make unknown attack to Known attack and protect nabard network automatically.</p>		<p>Anticipating the future need</p>
209	NA	NA	NA	<p>What will be max SSL decryption concurrent connection in solution?</p>		<p>Please see revised Annexure XX</p>
210	NA	NA	NA	<p>In solution, we should also look for blocking credential thief to protect nabard credential.</p>		<p>Immediately</p>
211	NA	NA	NA			<p>80 -90%</p>
212	NA	NA	NA			<p>Accepted</p>
213	36	7.1	Technical	<p>iv. The vendor/bidder must be Tier-1 (Platinum/Gold) partner of proposed OEM (Original Equipment Manufacturer).</p>	<p>We request you to change "The vendor/bidder must be Registered /Authorized Partner of proposed OEM (Original Equipment Manufacturer).</p>	<p>Please see point no.</p>
214	105	Annexure XX	Detailed Specifications	<p>Total no . of user is 10000.</p>	<p>How many internal users are there?</p>	<p>There would be Max. 5000 internal users (LAN to outside).</p>
215				<p>The overall time limit for satisfactory Supply, Installation, Customization, Testing and Commissioning of NGFW solution shall be four (04) weeks from the date of acceptance of the work order. Time shall be the essence of the contract.</p>	<p>Please amend it to 12 weeks</p>	<p>Please see point no. 6 above</p>
216				<p>The vendor/bidder must be Tier-1 (Platinum/Gold) partner of proposed OEM</p>	<p>Please extend it to Silver category if the bidder fulfills all other criteria</p>	<p>The vendor/bidder must be Platinum/Gold/Silver partner of proposed OEM. However, preference would be given in order of grading.</p>
217				<p>Warranty, AMC charges towards support services and other service, if any, will be paid on quarterly basis during the warranty, AMC period after seeking the service.</p>	<p>Warranty charges to be paid along with the product part</p>	<p>Please see point no 6 above.</p>
218				<p>The bidder to deploy engineer for a period of 01 year; 8XSbasis for a period of three months</p>	<p>Its it 3 months onsite support or 1 year?</p>	<p>Quote must be submitted for 01 year. However, NABARD would seek on-site support services for minimum 3 months (post Go-live) initially. Post three months, NABARD reserves the right to extend the same for subsequent quarters upto 01 year, at the end of each quarter. But the commercial for 01 year would anyway be considered for determining the L1</p>
219	60-61	Annexure VII	Technical Parameter (Architecture Features)	<p>The firewall must support stateful active-active load balancing and high availability for redundancy.</p>	<p>The firewall must support stateful active-active or active passive modes to provide high availability for redundancy.</p>	<p>Accepted</p>
220	21-23	Product Features	Essential features	<p>Wireless</p>	<p>To be moved to Good to have features section</p>	<p>Accepted</p>
221	58-76	Annexure VII	Technical Parameters	<p>Qualifying score</p>	<p>What is the qualifying score for the Technical Parameter section?</p>	<p>Bidder must score minimum 200 out 500 in the Technical Parameter section in addition to all other eligibility criteria indicated in the RFP.</p>
222	48	31	Evaluation process	<p>Qualifying score</p>	<p>What is the qualifying score for the Technical Evaluation section?</p>	<p>Bidder must score minimum 40 out 100 in the Technical Evaluation section in addition to all other eligibility criteria indicated in the RFP.</p>
223	23	Hardware	Management, Reporting & Logging H/w	<p>Whether NABARD's VM environment is available for the purpose.</p>	<p>It is clarified during the pre-bid meeting that bidder should offer the hardware. NABARD won't provide neither the VM environment nor any hardware.</p>	<p>Bidder to provide required hardware</p>
224	NA	NA	NA	<p>To implement the above mentioned solution if there is any requirement of L1 or L2 switch the same may also be delivered along with the firewall and to be indicated in the proposal.</p>	<p>Physical connectivity of the firewalls considered for replacement. Are there existing Sonic Firewall connected to internal firewall through Switches (I2), Can bidder use the same switch or bidder need to propose new switch</p>	<p>Bidder may inform themselves Bidder must ensure that the end of life of the product should be at least three years and end of support at least six years from the last date or extended last date of submission of the RFP.</p>
225	NA	NA	NA	<p>The proposed Hardware should not have End of Sale for next 06 (Six) years.</p>	<p>End of Support should be 6 years, Request NABARD to change this clause</p>	



## Revised Specification for NGFW

S/N	Particular	Min requirement	Offered	Remarks, if any
1.	Interfaces	2 x 10-GbE SFP+, 4 x 1-GbE SFP, 8 x 1 GbE RJ45, 1 GbE Out of band Management, 1 Console		
2.	Firewall Throughput(L4)	20 Gpbs		
3.	NGFW Throughput (Enterprise Mix)	4 Gbps		
4.	TLS/SSL throughput	3.5 Gbps		
5.	IPSec VPN throughput	4 Gbps		
6.	SSL VPN Throughput	2 Gbps		
7.	Threat Protection Throughput	3 Gbps		
8.	Firewall latency	Less than 10 Microseconds		
9.	No of ISPs to be supported for Load Balancing	4		
10.	Concurrent Sessions	5,00,000		
11.	New connections per second	50,000		
12.	Total no of users	10,000		
13.	Firewall Policies	5,000		
14.	Concurrent SSL VPN users	500		
15.	No. of Client to Gateway IPSec VPNs	1000		
16.	No. of Gateway to Gateway IPSec VPNs	100		
17.	Storage	100 GB		
18.	Route based VPN	RIP, OSPF		
19.	Routing protocols to be supported	BGP, OSPF, RIP, static routes, policy-based routing		
20.	QoS	Bandwidth priority, max bandwidth, guaranteed bandwidth, DSCP marking,		
21.	Authentication	LDAP (multiple domains), XAUTH/RADIUS, SSO, Novell,		

		internal user database, Terminal Services, Citrix, Common Access Card (CAC)		
22.	Standards to be supported	TCP/IP, ICMP, HTTP, HTTPS, IPSec, ISAKMP/IKE, SNMP, DHCP, PPPoE, L2TP, PPTP, RADIUS, IEEE 802.3		
23.	High Availability	Active-Active, Active-Passive, Clustering		
24.	NAT	1:1, many:1, 1:many, flexible NAT (overlapping IPs), PAT		
25.	VLAN Interfaces	128		
26.	Certifications	ICSA, NSS Labs		
27.	VoIP	Full H323-v1-5, SIP		
28.	Encryption	DES, 3DES, AES (128, 192, 256-bit)/MD5, SHA-1		
29.	Key exchange	Diffie Hellman Groups 1, 2 & 5		
30.	Virtual Domain(Min/Max)	5/10		