

Date: 27.08.2020

<u>Clarifications to the Pre-bid Queries Ref:</u> <u>CO/ITD/666/R1/2020-21 dated 13/08/2020 - Request for Proposal for Procuring Active Directory Management Solution and to maintain Active Directory of the Bank.</u>

### **GENERAL QUERIES**

S.No	RFP Clause	Query Raised	Clarific	cation			
1.	Page No. 10- Section-3 Conditions of Contract-	We request bank team to provide 10	Please	adhere	to	the	RFP
	Point No.3-	weeks for the software delivery and	terms.				
		implementations.					
	Project Timeline						
	The Delivery of the Licenses and software and						
	implementing the solution should be made within six						
	(6) weeks from the date of acceptance of purchase order.						
							ы
2.	Page No. 10- Section-3 Conditions of Contract-	We request you to amend this	Please	adhere	to	the	RFP
	Point No.4-	clause as 0.5% to 5% maximum.	terms.				
4.0		-					
	Liquidated Damages						
	If the Supplier fails to implement the solution or to						
15.5	perform the Services within the period(s) specified in						
	the Contract, the Bank shall, without prejudice to its		100				
	other remedies under the Contract, deduct from the						
	Contract Price, as liquidated damages, a sum equivalent						
	to 0.5% of the Invoice price of software and services						
	procured by you for each week or part thereof of delay						
	until actual delivery or performance, up to a maximum						
	deduction of 10%. If the implementation is not done in						
	time, the Bank may consider termination of the						
	contract.						



Date: 27.08.2020

3. Page No. 15- Section-3 Conditions of Contract-Point No.8- Service Level Agreement (SLA)-Penalty on non-adherence to SLAsa)penalty for Solution uptime

During the term of the contract, the supplier will maintain the solution in perfect working order and condition and for this purpose will provide the following services.

S. No	Level of uptime per month for Active Directory Management Solution	Penalty Charges
1	99.50% and Above	NIL
2	98.00% and above but below 99.5%	1% of Support Cost and Subscription for one year for the solution.
3	95.00% and above but below 98.00%	3% of Support Cost and Subscription for one year for the solution.
4	90.00% and above but below 95.00%	5% of Support Cost and Subscription for one year for the solution.
5	Below 90.00%	10% of Support Cost and Subscription for

- The product is an on premise solution and not a SAAS model. It is installed within your environment
- When such an issue arise,
   Support Team will check all the possible causes
- If there are any external factors such as, hardware issue / Firewall / ports, etc.., Manage Engine is not responsible for the issues or the down-time
- If the issue is found to be within the product, a work-around will be provided within 48 business hours and a complete RCA / solution will be provided within 30 business days
- The above is only for the existing features / functionalities within the product. Manage Engine will not be able to provide any commitment or ETA for any new features or enhancements on existing features

It is clarified that the SLA for the AD and AD Management solution provided through this RFP is applicable, when the hardware is in working condition.

External issues have to be coordinated with the concerned team and should be resolved. Work around should be provided immediately and RCA can be given within 1 day

Date: 27.08.2020

			Date: 27.08.2020
	one year for the solution.		ž.
4.	Page No. 16- Section-3 Conditions of Contract- Point No.8- Service Level Agreement (SLA)- Penalty on non-adherence to SLAs- b) Penalty for Administration and operations- no.2 SLA Targets  1. Upgrade & Update	When we release a new Service Pack, notification will be sent out to the customers and release notes will be updated on our website. Support team will be glad to assist with the upgrade 24X5 if contacted	It is clarified that Onsite Support team has to update the software, when there is a new version for up gradation released by the OEM.
5.	Page No. 16- Section-3 Conditions of Contract- Point No.8- Service Level Agreement (SLA)- Penalty on non-adherence to SLAs- b) Penalty for Administration and operations- no.2 SLA Targets	The auditing component with Manage Engine AD360 will monitor the hard-disk space on the server (where it's installed) and alert you if it goes below the set threshold. Apart from that it will NOT monitor CPU, RAM, HDD and Session Usage. Hence it's out of Scope.	It is clarified that Onsite Team has to monitor all the AD Servers and its related servers, share the requested report daily
	2. Alerts (SMS & Mail) (All Devices & solutions under scope)	Suggestion: Manage Engine has other tools for Incident management and to monitor devices in your network – which you may make use of.	
6.	Page No. 16- Section-3 Conditions of Contract-Point No.8- Service Level Agreement (SLA)-Penalty on non-adherence to SLAs-b) Penalty for Administration and operations-no.2 SLA Targets	We will be able to provide the architecture, all available help documents and the document on product deployment  A call can be arranged on a mutual convenience every month for a general health-check	Existing Architecture, site deployment and other details has to be documented. If there is any change in architecture or other details, new SOP has to be prepared and shared

Clarifications

Ref: CO/ITD/666/R1/2020-21 dated 13/08/2020



Date: 27.08.2020

	Date: 27.08.20				
	4. Documentation (All Devices & solutions under scope)				
7.	Page No. 16- Section-3 Conditions of Contract-Point No.8- Service Level Agreement (SLA)-Penalty on non-adherence to SLAs-b) Penalty for Administration and operations-no.2 SLA Targets  5. Availability(All Devices & solutions under scope)	"Domain Controllers, Servers/Workstation that are configured in the product(AD Audit Plus) will be monitored for availability and a notification will be sent out in case if the product is not able to communicate(down/network issue) with the configured devices.  To monitor all the devices within the Network, we have another product Op Manager Plus"	It is clarified that the scope is limited to AD servers, AD Management servers and Domain controllers.		
8.	Page No. 17- Section-3 Conditions of Contract-Point No.8- Service Level Agreement (SLA)-Penalty on non-adherence to SLAs-b) Penalty for Administration and operations-no.2 SLA Targets  6. Performance (All	As said earlier, there is a separate tool to monitor the performance of the devices within the domain	It is clarified that Onsite Team has to monitor all the AD Servers and its related servers, share the requested report daily		
9.	Devices & solutions under scope)  Page No. 17- Section-3 Conditions of Contract- Point No.8- Service Level Agreement (SLA)- Penalty on non-adherence to SLAs- b) Penalty for Administration and operations- no.2 SLA Targets  7. RCA for incidents (downtimes or service outage) (All Devices & solutions under scope)	<ul> <li>There are many factors that could contribute to a product's down-time</li> <li>When such an issue arise, Support Team will check all the possible causes</li> <li>If there are any external factors such as, hardware issue / Firewall / ports, etc, Manage Engine is not responsible for the issues or the down-time</li> <li>If the issue is found to be</li> </ul>	External issues have to be coordinated with the concerned team and should be resolved. Work around should be provided immediately and RCA can be given within 1 day		

Ref: CO/ITD/666/R1/2020-21 dated 13/08/2020



Clarifications

# **CO: Information Technology Department**

			Date: 27.08.2020
		within the product, a work-around will be provided within 48 business hours(from the time of reporting the issue) and a complete RCA / solution will be provided within 30 business days	
		• The above is only for the existing features / functionalities within the product. Manage Engine will not be able to provide any commitment or ETA for any New feature requests or enhancements	
10.	Page No. 17- Section-3 Conditions of Contract- Point No.8- Service Level Agreement (SLA)- Penalty on non-adherence to SLAs- b) Penalty for Administration and operations- no.2 SLA Targets 8. O.S Hardening - Indian Bank policy Compliance (All Devices & solutions under scope)	Please explain the terms compliance, is the bank referring to GPO policies pushed from AD or the policy has to be checked from the remote devices?	OS Hardening for the devices connected to Domain should be managed through Management Solution/GPO to meet the Compliance to the policies of the bank, Govt Guidelines, etc. If any exception given it should be documented with the necessary approval
11.	Point No.8- Service Level Agreement (SLA)- Penalty on non-adherence to SLAs- b) Penalty for Administration and operations- no.2 SLA Targets 9. Backup(All Managed Security Devices Configuration)	Every change happening in Active Directory will be recorded in real-time and the same can be stored for any amount of time based on your requirement	stored and maintained, logs has to be given whenever required
12.	Page No. 17- Section-3 Conditions of Contract- Point No.8- Service Level Agreement (SLA)- Penalty on non-adherence to SLAs- b) Penalty for Administration and operations- no.2 SLA Targets	Need more information on the audit points which the bank is referring here	Vulnerabilities observed by internal audit and also by external audit like VAPT, RBI etc. should be attended and should be closed with immediate effect.

Ref: CO/ITD/666/R1/2020-21 dated 13/08/2020



Date: 27.08.2020

		T	Date: 27.08.2020
	10. Audit points Closure(All Devices & solutions under scope)		
13	Page No. 17- Section-3 Conditions of Contract-Point No.8- Service Level Agreement (SLA)-Penalty on non-adherence to SLAs-b) Penalty for Administration and operations-no.2 SLA Targets  11. License Management	If this is about getting a report on all the licensed software within the domain, then we do have another product – Asset Explorer and it totally different product compared to Active Directory solutions. Kind confirm which and where these license and certificates has to be checked	License management is related to active directory software provided
14	Page No. 18- Section-3 Conditions of Contract-Point No.8- Service Level Agreement (SLA)-Penalty terms for the above activity-point no.2  For Severity Level - C2 (B) a) 1 to 3 incident - No Penalty b) 4 to 10 incidents - 0.5% (Per incident) of yearly software support charges (purchased through RFQ) will be charged c) Above 10 incidents - 0.75% (Per incident up to 10%) of yearly support charges (purchased through RFQ) will be charged	We request you to cap this charge at 5% of the yearly support charges.	Please adhere to the RFP terms.
15.		We request you to cap this charge at 5% of the yearly support charges.	Please adhere to the RFP terms.

Clarifications



Clarifications

# **CO: Information Technology Department**

		Date: 27.08.2020			
	RFQ) will be charged				
16.	Page No. 19- Section-3 Conditions of Contract- Point No.10-  Eligibility Criteria  a) The Bidder should be Limited Company and should be in existence in India for the last 5 years (as on 31.03.2020).	Due to COVID both documents (point b & d, Audited Balance Sheet & Net Profit for FY 2019 - 20) are yet to get concluded hence allow us to submit previous 3 Financial years	It is clarified that if the balance sheet is not finalised, Bidder may submit unaudited balance sheet or certificate from the company auditor for the year 2019-20		
	<ul> <li>b) The Bidder should have Net profit during last three financial years of the bidder.(2017-18,2018-19,2019-20)</li> <li>c) The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.</li> </ul>				
	d) The Annual turnover should be more than Rs.5 crores for the last three financial years of the bidder.(2017-18,2018-19,2019-20)				
=	e) The Bidder should have Office in Chennai.				
	f) The bidder should have supplied or supporting the solution quoted to at least one client currently (reference to be provided).				
17.		<ul> <li>Kindly consider 100% payment for Licenses post delivery and installation instead of Milestone payment for License only.</li> </ul>	<ul> <li>Please adhere to the RFP terms.</li> </ul>		
A BANK O	License cost Implementation Milestone with ATS Cost	We request you to amend			



Date: 27.08.2020

	(In INR)	(In INR)
Delivery and Installation of required Software Licenses	60% of the License cost of AD Management Solution	40% of the Implementation cost of Solution
Implementation of the solution in production	40% of the License cost of AD Management Solution	60% of the Implementation cost of Solution

- a. Software license Cost with ATS covering onsite support and updates: 60% payment (cost of software licenses with one year warranty) will be made after delivery and installation of required Software Licenses and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement (on Individual capacity and on behalf of the organization). The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by official of the Bank.
- **b.** Software license Cost with ATS covering onsite support and updates: 40% payment (cost of software licenses with one year warranty) will be made on moving the solution to production
- **c.** The Software support cost for 2<sup>nd</sup> and 3<sup>rd</sup> year will be when due yearly in arrears.
- **d.** For onsite engineer payment will be released quarterly on arrear

the OEM in 30 days.
 No OEM is providing yearly in arrears payment option, we humbly requesting bank team to amend this clause as

this clause as 80% against delivery, as we need to pay

 We request bank team to amend this clause as quarterly in advance.

yearly in advance.

 Please adhere to the RFP terms.



			,	Date: 2	7.08	.202	0
18.	Point No.12-	Requesting the bank to consider Year on Year renewal of Bank Guarantee instead of 42 Month on a stretch with a Renewal clause	Please terms.	adhere	to	the	RFP
	<ul> <li>a. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security (Annexure-III) equivalent to 10% of the contract value in the form of a Bank Guarantee, valid for 42 months with further one month claim period, in the format enclosed.</li> <li>b. The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</li> <li>c. If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expire of claim period.</li> </ul>	captured.					
INDIAN DE ZI (C.O. )	Page No. 21- Section-3 Conditions of Contract-Point No.15-  Indemnity Clause  If at the time of bidder/vendor supplying, installing the Hardware/Software and Support in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.	Request bank to add - Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other or any third party.  We are not the manufacturer and we will not be able to transfer any IPR in relation to products, as such the warranty stipulated shall not be applicable to the bidder. However, bidder shall ensure that they have the requisite license from third party before selling products to client to ensure there is no claim of infringement. Bank would be	Please terms.	adhere	to	the	RFP

Clarifications



Date: 27.08.2020

				Date: 2	7.08	3.202	0
		indemnified for specific violations, if any, if established by the Bank when the above is not met.					
20.	Page No. 22- Section-3 Conditions of Contract-  Point No.17- Patent Rights  The Supplier shall indemnify the Bank against all third- party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.  Point No.19- Intellectual Property Rights  Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.	Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other or any third party.  We are not the manufacturer and we will not be able to transfer any IPR in relation to products, as such the warranty stipulated in Clause 10 Page 17 shall not be applicable to NTT. However, NTT shall ensure that they have the requisite license from third party before selling products to client to ensure there is no claim of infringement.	Please terms.	adhere	to	the	RFP
21.	Page No. 24- Section-3 Conditions of Contract-	Request bank to change the clause as 90 days written notice	Please terms.	adhere	to	the	RFF
	Point No.25- Termination for Convenience The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.						

कॉ.का / C.O. Clarifications

Ref: CO/ITD/666/R1/2020-21 dated 13/08/2020



Date: 27.08.2020

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:

- to have any portion completed and delivered at a. the Contract terms and prices; and / or
- to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

#### Point No.26- Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

a.if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

- b.if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

Request bank to change the clause as 90 days written notice

Please adhere to the terms.

कॉ.का (C.O.) आईरीडी Clarifications



Date: 27.08.2020

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

22. Page No. 26- Section-3 Conditions of Contract-

#### Point No.29- Fall Clause

The Bidder undertakes that it has not supplied/is not supplying similar product/ systems/ subsystems/ services/ solutions/ software in a comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Bank in India/ PSU/Ministry or Dept of Govt of India any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems was supplied by

Request bank to remove the Fall Clause or amend the same with the clause - Price fall limited to the "same" services/products not similar services/products and that the terms and conditions associated with the services/products are also the same.

Please adhere to the RFP terms.

Ref: CO/ITD/666/R1/2020-21 dated 13/08/2020



Date: 27.08.2020

			Date: 27.08.2020
	the Bidder to any other Ministry/Dept of the Govt 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.		
23.	Scope	<ul> <li>As per the RFP, total count of users to be supported through the solution is 50,000. Please confirm.</li> <li>Is monitoring the AD servers also part of the scope of this</li> </ul>	<ul> <li>It is clarified that the existing user count is provided in RFP.</li> <li>Yes, monitoring AD</li> </ul>
		opportunity? If yes, please share the monitoring tool which is presently being used to monitor the infrastructure?  • We understand that the SLA is for the proposed management tool and not for	Servers is part of the scope
		<ul> <li>AD. Please confirm the understanding.</li> <li>We understand that providing Multi-factor authenticator is not part of solution. Please confirm the understanding.</li> </ul>	<ul> <li>It includes both the proposed management tool and AD</li> <li>Providing Multifactor authentication is part of the scope</li> </ul>
24.	Active Directory environment details	<ul> <li>Please share the details of the existing Active Directory which are part of the solution</li> <li>OS version and functional Level</li> <li>No# of AD servers with location</li> <li>No# of Forest, Domains per forest and sites         For Example         Forest1 - 2 sites with 10 DCs</li> </ul>	Details would be shared with the successful bidder



Date: 27.08.2020

			Date: 27.08.2020
		(HYD, Mumbai, Bangalore, Pune) Forest2 - 3 sites with 8 DCs (Tokyo - 4 DCs , Sydney - 4 DCs) No# of Certificate servers	
		<ul> <li>Do you have non- prod/isolated/test environment for AD?</li> </ul>	• NO
	25. Existing Tools	<ul> <li>Which is the ITSM tools being used?</li> <li>Please share the product detail of SIEM and SOAR platform being used?</li> </ul>	Details would be shared with the successful bidder
,	26. AD Backup and Recovery	<ul> <li>Do you use additional Backup solution or add-on with the proposed management tools for the granular level AD backup and restoration? If yes, which is the tool being used?</li> <li>Do all the forest and Domains needs to be configured under the backup/recovery? Please</li> </ul>	<ul> <li>No backup tools are in use as of now</li> <li>Yes         Details would be shared with the successful</li> </ul>
- 1 NV		provide details.	bidder

Ref: CO/ITD/666/R1/2020-21 dated 13/08/2020



Clarifications

# **CO: Information Technology Department**

			Date: 27.08.2020
27.	Solution Reports/ Capabilities	<ul> <li>Do you want to track logout and login time from end-user Machine/workstation?</li> </ul>	• Yes
		<ul> <li>Provide specific maker- checker customization required?</li> </ul>	<ul> <li>Maker will prepare the changes to be applied in the environment and it has to be approved the checker before applying.</li> </ul>
II		<ul> <li>We assume the solution is required to manage users and computer which are connected with Bank's LAN and not for roaming/remote/VPN/internet</li> </ul>	<ul> <li>Solution is for internal servers and internal PCs. If required, integration of AD with any application has to be done</li> </ul>
		user/computers. Please confirm the understanding?	
28.	Services/ Support	We assume that all the first level End User issues related to AD, will be attended by existing IT team (service)	<ul> <li>AD related issues will be troubleshooted by the proposed onsite team</li> </ul>
		desk and residential engineer), if not resolved then the bidder's associate	
		will work on the same. Please confirm the understanding?  • Please share no# of service request generated for Active	
INDIAN		Directory? How many or what percentage is password related tickets?	<ul> <li>Details would be shared with the successful bidder</li> </ul>

Date: 27.08.2020

			Date: 27.08.2020
29.	SLA	<ul> <li>As the infrastructure of the AD servers are not proposed by the bidder, please re- define the SLA definition as the SLA parameter include "System or Infrastructure failure".</li> </ul>	It includes maintenance and management of AD Servers and the proposed management tool. AD Servers availability should be ensured at all time. It has to be coordinated with the respective teams and should be resolved
		<ul> <li>We understand the SLA is for the proposed management tool and not for AD. Please confirm the understanding?</li> <li>Please elaborate on "Availability of all devices connected to Active Directory / AD Manager". This has been considered as C1 category</li> </ul>	<ul> <li>It includes both the proposed management tool and AD</li> <li>AD related Servers and proposed management tool availability should be ensured at all time</li> </ul>
30.	Others	<ul> <li>Integrity Pact is not in the RFP- Please let us know Integrity pact need to be signed</li> </ul>	No
31.	Others	<ul><li>Number of logical sites?</li><li>Number of Forests and Domains?</li></ul>	<ul> <li>Details will be shared with the successful bidder</li> <li>Details will be shared with the successful bidder</li> </ul>
Clarific	ations Ref: CO/ITD/666/R1/2020	0-21 dated 13/08/2020 I	ndian Bank



				Date: 27.08.2020
	•	Upgrade from/to which version is being mentioned in	•	Latest version as per the solution provided
	•	the RFP? What other Active Directory Services are deployed which will be in scope of the	•	Please adhere to the RFP terms.
	•	support? What level of OEM support is there with the customer or is Airtel expected to procure	•	Out of Scope
, -	•	OEM support services? Customer is looking for one L1 and one L2. I could also see an L3 support required in need. Is a full time L3 also required?	•	L3 should assist support team
	•	There are more technical details that will be required at a later stage.	•	Details will be shared with the successful bidder
	•	Payment Terms - Request for 80% on license cost and 20% on implementation cost	•	Please adhere to the RFP terms.



*					
					= =
		F			
	19				
			*		
				5	