

**Request for Quotation (RFQ) for Selection of Bidder for
 Renewal of ATS/AMC of Imperva Database Activity Monitoring (DAM) Solution.
 (BID No: GEM/2024/B/5614626 dated 18.11.2024)**

Response to Prebid Queries:

S. no	RFQ Page #	Point / Section #	Category (Eligibility / Scope / Commercial / Legal / General)	Clarification points as stated in the tender document	Query /Change Requested	Bank's Response
1	57	2.1.2	Scope of Work	The selected Bidder would be the single point of contact. The selected Bidder should have necessary back-to-back agreement with the OEM for all the required onsite/offsite support for entire contract period in monitoring all flavours of databases like Oracle, MsSQL, MySQL, PostgreSQL, Sybase, SybaseIQ, Mongo DB, Yugabyte DB, Maria DB, Key DB, Couch DB etc.	Which database technology bank is using in current setup?	Already mentioned in the RFQ (in scope of work)
2	58	2.1.7	Scope of Work	During the contract period, Bank may increase/decrease Imperva DAM components	Will there be a predefined upper or lower limit for scaling DAM components?	As per Bank's need based.
3	60	4	General Conditions	Return Merchandise Authorization (RMA) process for replacement of appliance to be completed within 24 hours from reporting time of issue.	Are there any penalties or exceptions for delays in the RMA process beyond 24 hours?	Bidder to process Return Merchandise Authorization (RMA) for the Product / Hardware they have supplied within 24 hours from reporting time of issue. Entire RMA to be

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						completed within 5 working days
4	60	4	General Conditions	The support shall be on 24*7*365 basis	Any specific SLA or response time expectations for 24x7x365 support as per severity level?	Penalty Clause as defined in RFQ
5	60	5	Monitoring and Audit	Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits..	What will be the frequency and scope of these security audits?	As per requirement of Bank and regulators.
6	60	6	RFQ response Attention Items	Failure to answer any questions within stipulated timeline at any stage of this RFQ may be considered non-responsive and the proposal may be disqualified."	What is the stipulated timeline for responding to questions? Will reminders or clarifications be issued if missed?	Timelines as per RFQ document
7	61	7	Service Levels and Uptime Guarantee	The proposed product (software, etc.) should not be under 'End of Sale' for the next three years.	Could the Bank share the list of approved products and their current lifecycle statuses to ensure compliance?	The proposed software is as per scope of work.
8	61	7	Service Levels and Uptime Guarantee	If Bank selects the proposed product and even after the contract period is over, the bidder should provide support.	Could the Bank clarify the expected duration and scope of post-contract support to ensure proper cost estimation?	The bidders to provide support till handover is completed as per present scope of work.
9	61	7	Service Levels and Uptime Guarantee	Bidder should provide support in future if Bank decides to establish DC / DR and NDR office at any other location	Can the Bank share potential future DC/DR/NDR locations to help bidders estimate logistics and resource needs?	The details of potential future DC/DR/NDR locations are not decided by Bank as of now.
10	61	7	Service Levels and Uptime Guarantee	The maintenance support should be (24x7X365days) including product (major	Please confirm the responsibility for upgrades and updates.	As per RFQ terms

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				or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on Email / Telephone / Onsite		
11	62		Delivery Timelines	Delivery of the required Forcepoint DLP Licenses should be within 2 weeks from the date of purchase order. The delivery of the product should include all necessary documentation	Pls confirm, we require to deliver Forcepoint DLP Licenses?	To be read as DAM licenses.
12	59	Support and Maintenance	General scope of work	Direct OEM Service and support should be covered under with dedicated TAM (Technical Account Manager) and onsite support:	Onsite support from OEM is not possible, Partner can provide onsite support. TAM from OEM will be a shared resource. 5 hours a week.	No change in terms of RFQ
13	60	General Conditions / Point 4.d	General Scope of Work	Return Merchandise Authorization (RMA) process for replacement of appliance to be completed within 24 hours from reporting time of issue. -	RMA time frame is 5 working days. Kindly change the timeline for RMA.	Bidder to process Return Merchandise Authorization (RMA) for the Product / Hardware they have supplied within 24 hours from reporting time of issue. Entire RMA to be completed within 5 working days
14	64	SLA	Annexure 3- Service Level	DAM management – Version / Release/Upgrades / Patches:	The details about new release/upgrade is directly send to customer by Imperva. So kindly remove this point	As per RFQ terms, new releases and upgrades to be ensured by Service Provider
15	57	General Scope of	Scope	All support by SI/OEM has to be provided onsite. Remote access will	Bank of Baroda is seeking Remote and Onsite support , hence for remote	As per RFQ terms, NO remote access will be provided

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		Work 1. Support and Maintenance		not be allowed though any remote desktop sharing applications.	support we request Bank of Baroda to allow any remote desktop sharing application	
16	59	As	Scope	DAM Solution Services and Frequency of Delivery	Please confirm, DAM Solution Services and Frequency of Delivery - to be delivered by OEM Services - Technical Account Manager	As pe RFQ terms, Service Provider to deliver
17	58	2.1.7	Scope	During the contract period, Bank may increase/decrease Imperva DAM components such as gateways, MX servers to cater to its changing business requirement. Selected Bidder must support in all such cases, without any additional cost to the Bank	We request Bank to confirm, which support is Bank of Baroda is seeking in such scenario	As pe RFQ terms, Service Provider to deliver the services
18	58	2.1.14	Scope	Selected Bidder shall be required to provide one classroom OEM training to the Bank's identified resources at no additional cost to Bank.	We request Bank to confirm number of people and number of batches to be attend the Training, also confirm suggested training will carried out by OEM or its authorised partner	One training session for 10 people, by OEM or its authorised partner
19	60	General condition	Scope	Return Merchandise Authorization (RMA) process for replacement of appliance to be completed within 24 hours from reporting time of issue.	We request Bank team to change the clause -Bidder to process Return Merchandise Authorization (RMA) for the Product / Hardware they have supplied, Replacement of appliance to be completed within 24 hours from reporting time of issue.	Bidder to process Return Merchandise Authorization (RMA) for the Product / Hardware they have supplied within 24 hours from reporting time of issue. Entire RMA to be completed within 5 working days

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20	82	12 - Indemnity	<p>The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <ul style="list-style-type: none"> • Bank's authorized / bona fide use of the Deliverables and /or the Services provided by selected Service Provider under this Agreement; and/or • an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or • claims made by employees or subcontractors or subcontractors' 	<p>The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <ul style="list-style-type: none"> • Bank's authorized / bona fide use of the Deliverables and /or the Services provided by selected Service Provider under this Agreement; and/or • an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement which results in a breach of the Agreement; and/or • claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; 	No change
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				<p>employees, who are deployed by the Service Provider, against the Bank; and/or</p> <ul style="list-style-type: none"> • claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors • breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or • any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or • breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or 	<p>and/or</p> <ul style="list-style-type: none"> • claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors • breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or • any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or • breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or • Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors <p>The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a</p>	
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				<ul style="list-style-type: none"> • Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors <p>The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:</p> <ul style="list-style-type: none"> o notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and o Cooperates with the Service Provider in the defense and settlement of the claims. <p>However, (i) the Service Provider shall take sole control of the defense and all related settlement negotiations (ii)</p>	<p>patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:</p> <ul style="list-style-type: none"> o notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and o Cooperates with the Service Provider in the defense and settlement of the claims. <p>However, (i) the Service Provider shall take sole control of the defense and all related settlement negotiations (ii) the Bank provides will the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation. If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the</p>	
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				<p>the Bank provides will the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation. If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as</p>	<p>Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.</p> <p>The Service Provider shall not be liable for defects or non-conformance resulting from:</p> <ul style="list-style-type: none"> o Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or o any change, not made by or on behalf of the Service Provider, to some or all of 	
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			<p>required by the Bank as per the terms and conditions of this Agreement and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.</p> <p>The Service Provider shall not be liable for defects or non-conformance resulting from:</p> <ul style="list-style-type: none"> o Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or o any change, not made by or on behalf of the Service Provider, to some or all of the 	<p>the software/deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change;</p> <p>Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.</p> <p>In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.</p> <p>The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.</p>	
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			<p>software/deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change;</p> <p>Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.</p> <p>In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.</p> <p>The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.</p>		
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21	84	15	General	Termination Rights (Bank):- Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing	Propose Deletion of the clause.	No change in RFQ terms
22	86	18	General	All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank.	Please confirm that the Service Provider shall furnish the required details strictly in relation to the services under the concerned engagement with the Bank, and that the Service Provider shall not disclose any commercial confidential information such as profit margins, cost breakups, Internal Management/ Board Meeting papers, etc.	No change in RFQ terms

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				<p>The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank</p>		
23	78	10	General	<p>Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.</p>	<p>Bank can set-off/adjust invoices only against applicable LD/penalty clause</p>	<p>No change in RFQ terms</p>

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				The provisions of this Clause shall survive the termination of this Agreement.		
24	81	11	General	The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank	The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Service Provider and the Bank for a period of 5 years after termination/ expiry of the Contract.	No change in RFQ terms
25	62	Annexure 13 - Service Levels		SLA table	Our understanding is the existing BOB team/SI team will be managing the DAM solution. In such a case, bidder will only be renewing the license and providing uptime support. Bidder will only come to know if any solution component is down when the existing BOB team/SI team will log a ticket with us. Hence request you to exempt the bidder from penalty and SLA	No change in RFQ terms
26	60	3. Service Provider Transition:	3. Service Provider Transition:	Selected Bidder, after award of the contract and acceptance of the purchase order, before start of the contract period shall be deploying a competent manpower for taking over DAM operations from existing SP, prepare a Signoff document which shall be signed by existing SP, Selected Bidder and Bank without any additional cost to the Bank. After	Kindly confirm if bidder needs to provide resources for day-to-day management and monitoring of the DAM solution or the existing BOB team/SI team will manage the same. If bidder needs to provide resources for day to day operations. Kindly confirm the below - What is the shift timings? (8 to 5 or	No change in RFQ terms

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				Signoff, existing Service Provider shall cease to carry out DAM operations and the same shall be taken over by the Selected Bidder. Transition period shall be - 7 days, which will start -7-days before expiry of existing contract.	24*7) - Resource required only on weekdays or on weekends also if 8*5 - Type and count of resources required (L1, L2, L3 etc) - JD and scope of work	
27	61	General Scope of Work 7-a	The maintenance support should be (24x7X365days) including product (major or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on Email / Telephone / Onsite	Considering the support is from on-site. Understand the total number of resources required for support (L1,L2 and L3)		As per RFQ terms
28	61	General Scope of	Return Merchandise	Considering all the appliances are virtual for DAM		Appliance Based setup

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		Work 7-d	Authorization (RMA) process for replacement of appliance to be completed within 24 hours from reporting time of issue.			
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All other Terms & Conditions are same as per our Request for Quotation (RFQ) for Selection of Bidder for Renewal of ATS/AMC of Imperva Database Activity Monitoring (DAM) Solution (BID No: GEM/2024/B/5614626 dated 18.11.2024)