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<th>S. No.</th>
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<th>Query</th>
<th>Bank Response</th>
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<td>1</td>
<td>5.3</td>
<td>11</td>
<td>The bidder should have submit last three year Postive Networth</td>
<td>Can we Submit Global-Parent Company balance sheet for /or Two Years out of three Years</td>
<td>Please be guided by RFP</td>
</tr>
</tbody>
</table>
| 2     | 29         | 30       | Patent Rights  
The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay… | The product sold here is patented by Microsoft. Only Microsoft can defend against 3rd party claims. Bidder is only reseller here. Kindly remove this clause | Please be guided by RFP |
<p>| 3     | 33.1 and 33.3 | 32 | There is LD Clause for Implementation | On Prem License like MS Office, there is NO Implemention required, so need clearly on that | LD is applicable if successful bidder fails to deliver MS Office licenses within stipulated time. |</p>
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<th>36</th>
<th>33</th>
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| Adherence of Cyber Security Policy  
Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT/Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should aware about Bank’s IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank’s data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. . . . | Bidder requests clarifications in the following:  
* Please provide the banks IT/Information Security/Cyber Security policy for perusal.  
* Bidder does not perform any process at the banks locations. Adherence to policy does not seem to be applicable to us. Please kindly remove.  
* No banks data is being accessed by bidder and therefore loss occurring due to the same is not applicable. Kindly remove.  
* Bidder can only partially comply to the NDA since we do not access any data from the bank to own the non-disclosure.  
* Please provide supplier agreement  
* Bidder does not maintain any third party information as per requirements of Bank policy. We only resell so this is non applicable.  
* Please remove the following “The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. | Please be guided by RFP |
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<th>39</th>
<th>34</th>
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<tr>
<td>Confidentiality: This document contains information confidential and proprietary to the Bank. Additionally, bidders will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of bidders, premature termination of the contract, and/or legal action against bidders for breach of trust. Bidder (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by bidder in the performance of the proposal....</td>
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For the purpose of NDA the following points should be considered:

* Bidder cannot indemnify the bank against all breach because the license delivery and installation is of a 3rd party software (Mircosoft) and is therefore not applicable to us.

Please be guided by RFP
Indemnity:

40.1. Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder,
- use of the deliverables and or services provided by the Bidder,
- Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project etc.

Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, direct financial loss, loss of life, etc., due to the acts gross-negligence ....
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<th>40</th>
<th>37</th>
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| **Indemnity (Cont'd):**
   It is clarified that the bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.
   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. Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to Bank's data.
   The bidders should indemnify the Bank (including its employees, directors or representatives) from and etc..

Please kindly remove this whole segment as it is not applicable to bidder as a reseller.

Please be guided by RFP
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<td>41</td>
<td>37</td>
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**Intellectual Property Rights**

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

41.1 If a third party's claim endangers or disrupts the Bank’s use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.

41.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

Please kindly remove points 41.2 and 41.3

Please be guided by RFP
Limitation of liability
Vendor’s aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:
- The infringement indemnity; or
- Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor’s negligence.
- For the purposes of this Section, “Contract Value” at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project. Due to any wrong coding / breach of system / bugs in customization/configuration / development /testing & lapses in support, the selected bidder is liable to pay the financial losses incurred to the Bank.

Limitation of liability
Vendor’s aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to:
- [include] UBI’s payment obligations[/include][remove]The infringement indemnity[/remove] [bidder is not giving any infringement indemnity, and hence not acceptable]; or
- indemnity towards Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor’s negligence. [can be accepted provided above indemnity is mutual and changes proposed are accepted]
- For the purposes of this Section, “Contract Value” at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.

The bidder should be vendors who are certified Large Account Resellers (LAR of Microsoft and should be duly authorized to supply Microsoft products under Select Plus Agreement Policy of Microsoft.

Modify as The bidder should be vendors who are certified Large Account Resellers (LAR)/ Authorized Partner of Microsoft and should be duly authorized to supply Microsoft products under Select Plus Agreement Policy of Microsoft.

Please be guided by RFP

Please be guided by RFP
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<td>11</td>
<td>69. Annexure H</td>
<td>61</td>
<td>The reference sites submitted must be necessarily of those Banks/Companies where the bidder has been awarded the contract prior to date of issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Union Bank of India.</td>
<td>There is no clear mention of the qualification criteria in RFP regarding references. Kindly elaborate on what the bank is looking for.</td>
</tr>
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<td>12</td>
<td>80. Annexure P - Undertaking of Information Security</td>
<td>93</td>
<td>This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement</td>
<td>bidder Cannot Indemnify the customer on third party(Microsoft) products. All information security risks and liabilities have to be owned by Microsoft. We cannot provide in the letter format provisioned on the nature of the software we resell.</td>
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<td>13</td>
<td>Gen</td>
<td></td>
<td>Bidder will like to propose a new term &quot;That any terms of grant of license will be as per Microsoft terms of licensing&quot;</td>
<td>Please be guided by RFP</td>
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<td>14</td>
<td>SLA's</td>
<td></td>
<td>Are there any SLA's that we need to be aware of while executing the contract.</td>
<td>Please be guided by RFP</td>
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