



UCO BANK

Department of Information Technology

Request for Proposal (RFP) for “Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC)”

RFP REF NO: DIT/BPR & BTB/OA/1201/2020-21 Date: 24/08/2020

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

Sl. No	Page. No.	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	57 & 66	Part - V 26. Indemnity & 44. Limitation of Liability		<p>Bidder requests modification of this clause to remove indemnity obligation for breach of agreement or general acts or omissions, as there are other remedies in the form of SLA credits etc. Further bidders does not assume liability on behalf of sub-contractors.</p> <p>Further, claims from government authorities or customer of banks being indirect in nature, should be excluded from bidder's obligation. Bidder is contracting with Bank and therefore cannot accept any liability for claims from government authorities or customers of bank.</p> <p>As regard the overall liability of Bidder,</p>	Clause stands as per RFP.

				bidder's liability shall be restricted to direct damages only and be capped to 12-months of charges collected by Bidder under the applicable order giving rise to such liability	
2.	67-68	Part - V	<p>47. Right to Audit: a) The bidder will be responsible of security breach for the services provided to the Bank. b) The Bank reserves the right for audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the bidder to co-operate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by bidder shall attract suitable action by the Bank.</p>	<p>1. Thank you for your clarification that audit will be in relation to service but please also clarify that any such audit to be conducted by Bank should be with advance notice of 30-days to Bidder. Frequency of such audit should be restricted to 1-day per year and duration of any such audit should be restricted to 4 hours. Any extended audit to me mutually agreed and will attract remote hands fee, as prescribed by Bidder. Financial information will be out of scope of such audit.</p> <p>2. NTT requests to add in the below text in the already mentioned clause in the RFP; Bidder shall not be required to disclose its financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the Bank. Further, the notice period required to be given for any audit should be atleast 14 days period.</p>	<p><u>The modified clause to be read as:</u> 47. Audit: a) The bidder will be responsible of security breach for the services provided to the Bank. b) The Bank reserves the right for audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the bidder to co-operate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by bidder shall attract suitable action by the Bank.</p>
3.	106	Annexure – W : Deed of Indemnity	Performa of Deed of Indemnity	This indemnity is broadly worded and should be restricted to damage to tangible property or death caused by wilful misconduct, gross negligence of Bidder	Clause stands as per RFP.
4.	22	Part - II INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS 31. Submission of	<p>30. Authorized Signatory The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board</p>	Power of Attorney duly authorizing the authorized signatory should be sufficient and there should not be any requirement of Board Resolution.	Clause stands as per RFP.

		Offer – Three Bid System	<p>of Directors / Competent Authority of the bidder or having Power of Attorney.</p> <p>The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.</p> <p>The bidder shall furnish proof of signature identification for above purposes as required by the Bank.</p>		
5.	55	Part - V 24. Order Cancellation	<p>In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:</p> <p>I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days notice for the same. In this event, the bidder is bound</p>	<p>1. 1. Bidder requests deletion of risk purchase clause from this para. in case risk purchase is applicable, penalty should not exceed 100% of quoted line item.</p> <p>2. Order cancellation should not enforced upon Bidder if Liquidated damages cross 10% unless delay is purely and directly attributable to bidder.</p> <p>3. Sub point IV is not acceptable. Kindly delete the same.</p> <p>4. Sub point VI should be applicable only if cure responsibility lies directly and attributable only to bidder</p> <p>5. In case Liquidated damages are invoked, no other penalties can be applicable as it would amount to dual penalization</p>	Clause stands as per RFP.

		<p>to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p> <p>VI) In case of order cancellation Bank will notify selected bidder with 90 days" notice period inclusive of 30 days cure period</p>	<p>2. Kindly request the bank to cap this clause upto 100% of original quoted cost.</p>	
--	--	---	---	--

			<p>before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.</p>		
6.	60-61	<p>Part - V 31. Exit Option and Contract Re-Negotiation</p>	<p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the selected bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</p> <p>The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the selected bidder's offer does not match such lower price. Notwithstanding the foregoing, the selected bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.</p> <p>As aforesaid the Bank would procure the equipment software from the third party only in the event that the software was available at more favourable terms in the industry, and secondly, the software procured here from third parties is functionally similar, so that the selected bidder can maintain such equipment.</p> <p>The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.</p> <p>Notwithstanding the existence of a</p>	<p>This clause is not acceptable as it violates procurement principles especially when Bank is selecting the Bidder through a tendering process.</p>	<p>Clause stands as per RFP.</p>

			<p>dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.</p> <p>Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.</p>		
7.	61	<p>Part - V</p> <p>32. Termination</p>	<p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <p>a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.</p> <p>b) The selected bidder goes into liquidation, voluntarily or otherwise.</p>	<p>We propose the following clause to replace the current clause "UCO BANK reserves the right to cancel the work/purchase order/contract or terminate the SLA by giving 90 (Ninety) days' prior notice in writing under the following circumstances: -</p> <p>a) The selected bidder commits a material breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.</p> <p>b) The selected bidder goes into liquidation, voluntarily or otherwise.</p> <p>c) The selected bidder violates the Laws,</p>	<p>Clause stands as per RFP.</p>

		<p>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the</p>	<p>Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. that causes material adverse impact on delivering the required services.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder substantially fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order."</p>	
--	--	--	--	--

			<p>adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p> <p>The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.</p>		
8.	62	Part - V	<p>33. Termination for Convenience</p> <p>The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.</p>	<ol style="list-style-type: none"> 1. Request Bank to delete this clause as successful bidder is appointed after due tender process and termination for convenience will go against the entire effort of bidder. 2. (i) Termination of Convenience (TOC) is possible. However, License Fee is non refundable for TOC. Plus, any services provided till the date of TOC is payable. (ii) The bidder will have undertaken back-lining of OEM support for the full contract duration of 5 years. Hence kindly request the bank to remove the clause of termination of convenience. 	Clause stands as per RFP.
9.	34	Part – IV 1. Scope of Work	The bidder is expected to size the Hardware/appliance/storage as per the requirements mentioned in this RFP. The bidder's response should include the calculations/ logic used to arrive at the sizing.	Please clarify whether bidder has to submit the sizing logic from OEM on OEM's Letterhead/ OEM's email/ Publicly Available Data.	Clause stands as per RFP.
10.		General		Please confirm whether bank requires any post implementation audit/review and yearly health checkup of the implemented solutions by OEM?	Please be guided by the terms and conditions of the RFP
11.	39	Part – IV 1. Scope of Work	The bidder shall provide training to the identified Bank team at least for 5 days on the product architecture, functionality and the design for each solution under the	<p>Please confirm whether the training will be provided by bidder or directly from OEM?</p> <p>Please confirm whether bank require pre</p>	Please be guided by the terms and conditions of the RFP

			scope of this RFP before implementation	and post implementation training or only pre- implementation training as per corrigendum?	
12.		General		Please confirm whether the total number of endpoints (desktops/laptops) are 22000? Please share total number of servers in DC and in DR?	It is clarified that, the total number of endpoints (desktops/laptops) is 19500 and the total number of servers in DC and in DR is 300 approximately.
13.		General		We would like to request the honorable tender committee to remove the Implementation, integration, configuration, reconfiguration of the existing solutions as it is still under the scope of the incumbent vendor.	Query not admissible.
14.	12 & 72	Part – I 3. Eligibility Criteria & Annexure – C : Eligibility Criteria Compliance	Point no. 5 Criteria: The bidder should have experience in IT security services in India (i.e. in at least three solutions including NAC & DLP as mandatory and any other solutions from the following area of implementation, monitoring and management of various types of security solutions, devices, Technologies and software viz. VAS, IT-GRC, APT, Network Policy Management Solution, Decoy Services, Anti-Phishing Anti-Rogue Services). Documents to be submitted: Proof of implementation to be submitted. The Bank reserves the right to inspect the information provided by the bidder.	For promoting wider participation from experienced firms having the requisite skills and expertise which would facilitate the Bank to get competitive bids we would request UCO Bank to amend EC 5 as per the following suggestion: EC 5. The bidder should have experience in IT security services in India (i.e. in at least three solutions including NAC / DLP as mandatory and any other solutions from the following area of implementation/under implementation, monitoring and management of various types of security solutions, devices, Technologies and software viz. VAS/ IT-GRC/ APT/ Network Policy Management Solution/ Decoy Services/ WAF/ SIEM/End Point protection/ Firewall / Anti-Phishing Anti-Rogue Services etc.).	Clause stands as per RFP.
15.	45-46	Part – V 11. Payment Terms	Hardware Costs (DC & DR) for all hardware as part of the Solution 1. 50% of the delivered hardware cost	Our understanding is that payment for 40% of delivered production hardware cost would be released BEFORE installation, if BG of equivalent amount is submitted to the	Clause stands as per RFP/Corrigendum.

			<p>would be payable on successful delivery and verification of BoM supplied at DC and DR respectively. Payment will be released post-delivery and on submission of proof of delivery along with the acceptance certificate duly signed by Bank's authorized official, after deduction of penalty charges, if any.</p> <p>2. 40% of the delivered production hardware cost would be payable on successful installation, commissioning, acceptance on successful test and sign off by the Bank of the hardware at DC & DR respectively after deduction of penalty charges, if any or payment can be released against submission of BG of equivalent amount valid for 12 months. BG will be released after successful installation, commissioning, acceptance on successful test and sign off by the Bank.</p> <p>3. 10% of the delivered production hardware cost would be payable after GO live date of Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) respectively, after deduction of penalty charges, if any.</p>	<p>bank. That is, effectively 90% of the amount payable will be released on submission of BG for equivalent to 40% value, on delivery of hardware. Kindly confirm if our understanding is correct.</p>	
16.	46	<p>Part – V 11. Payment Terms</p>	<p>Software / License Cost</p> <p>1. 50% of the cost, of such software, will be payable on successful delivery of said items. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official after realizing penalty charges, if any.</p>	<p>Our understanding is that payment for 40% of software cost would be released BEFORE installation, if BG of equivalent amount is submitted to the bank. That is, effectively 90% of the amount payable will be released on submission of BG for equivalent to 40% value, on delivery of software. Kindly confirm if our understanding is correct.</p>	<p>Clause stands as per RFP/Corrigendum.</p>

			<p>2. 40% of the cost, of software, will be payable on successfully installation, acceptance and sign-off by the Bank after realizing penalty charges for late delivery, if any payment can be released against submission of BG of equivalent amount valid for 12 months. BG will be released after successful installation, commissioning, on acceptance and sign-off by the Bank.</p> <p>3. 10% of the cost, of such software, will be payable after GO live date of Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) respectively, after deduction of penalty charges, if any.</p>		
17.	45-46	<p>Part – V</p> <p>11. Payment Terms</p>	<p>Hardware Costs (DC & DR) for all hardware as part of the Solution</p> <p>1. 50% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC and DR respectively. Payment will be released post-delivery and on submission of proof of delivery along with the acceptance certificate duly signed by Bank's authorized official, after deduction of penalty charges, if any.</p> <p>2. 40% of the delivered production hardware cost would be payable on successful installation, commissioning, acceptance on successful test and sign off by the Bank of the hardware at DC & DR respectively after deduction of penalty charges, if any or payment can be released against submission of BG of</p>	<p>We request the bank to relax the Payment Terms as follows:</p> <p>80% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC and DR respectively. Payment will be released post-delivery and on submission of proof of delivery along with the acceptance certificate duly signed by Bank's authorized official, after deduction of penalty charges, if any.</p> <p>15% of the delivered production hardware cost would be payable on successful installation, commissioning, acceptance on successful test and sign off by the Bank of the hardware at DC & DR respectively after deduction of penalty charges, if any or payment can be released against</p>	<p>Clause stands as per RFP/Corrigendum.</p>

			<p>equivalent amount valid for 12 months. BG will be released after successful installation, commissioning, acceptance on successful test and sign off by the Bank.</p> <p>3. 10% of the delivered production hardware cost would be payable after GO live date of Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) respectively, after deduction of penalty charges, if any.</p>	<p>submission of BG of equivalent amount valid for 12 months. BG will be released after successful installation, commissioning, acceptance on successful test and sign off by the Bank. Payment shall be released on successful installation, commissioning, acceptance on successful test and sign off for each Technology Solution separately as an when the same gets implemented.</p> <p>5% of the delivered production hardware cost would be payable after GO live date of Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) respectively, after deduction of penalty charges, if any.</p>	
18.	46	<p>Part – V</p> <p>11. Payment Terms</p>	<p>Software / License Cost</p> <p>1. 50% of the cost, of such software, will be payable on successful delivery of said items. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank,,s authorized official after realizing penalty charges, if any.</p> <p>2. 40% of the cost, of software, will be payable on successfully installation, acceptance and sign-off by the Bank after realizing penalty charges for late delivery, if any payment can be released against submission of BG of equivalent amount valid for 12 months. BG will be released after successful installation, commissioning, on acceptance and sign-off by the Bank.</p>	<p>80% of the cost, of such software, will be payable on successful delivery of said items. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank,,s authorized official after realizing penalty charges, if any.</p> <p>15% of the cost, of software, will be payable on successfully installation, acceptance and sign-off by the Bank after realizing penalty charges for late delivery, if any payment can be released against submission of BG of equivalent amount valid for 12 months. BG will be released after successful installation, commissioning, on acceptance and sign-off by the Bank.Payment shall be released on successful installation, commissioning, acceptance on successful test and sign off</p>	<p>Clause stands as per RFP/Corrigendum.</p>

			<p>3. 10% of the cost, of such software, will be payable after GO live date of Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) respectively, after deduction of penalty charges, if any.</p>	<p>for each Technology Solution separately as an when the same gets implemented.</p> <p>5% of the cost, of such software, will be payable after GO live date of Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC) respectively, after deduction of penalty charges, if any.</p>	
19.	45-46	<p>Part – V 11. Payment Terms</p>	<p>Implementation Cost 100% of the cost, will be payable on successful implementation with all the functionalities of the said software and hardware and acceptance sign-off from the Bank realizing penalty charges, if any.</p>	<p>We understand that payment for Implementation Charges shall be made separately for each Technology Solution as and when it gets implemented. Kindly confirm if our understanding is correct.</p>	<p>As per Table - E of Annexure – X, Commercial format of Part – 2 RFP.</p>
20.				<p>Request to consider nad confirm release of each technology wise payment for delivery, installation instead of complete signoff/ complete delivery</p>	<p>Clause stands as per RFP/Corrigendum.</p>
21.		<p>Bid submission on 19.10.2020</p>	<p>Extension request</p>	<ol style="list-style-type: none"> 1. Request to extend submission by 3 weeks 2. We are still in the midst of the pandemic and have restricted access to our offices, and are operating from our homes. The UCO Bank C-SOC RFP request the bidder to submit hard copy bid for this RFP, hence most of the bidder has to be at offices for preparation of the bid. We would request you to kindly extend the last date of submission of bid for 3 weeks from the current submission date, considering the impending festival and holiday month all over the country, when most of the OEMs and partners would have a delayed response 	<p>Please refer to the Bid extension notice and corrigendum in Bank's website.</p>

				<p>during the annual holiday season. Request for your support to allow us this time to bid judiciously as per the RFP objective</p> <p>3. Request you to extend for 2 weeks from date of last corrigendum (final RFP) published. For such critical bid we need at least this much time to submit.</p>	
22.		General		Will request you to either remove the AMC part from this bid to avoid OEM dependency or exclude AMC part from TCO calculation	Query not admissible.
23.	35	Part – IV 1. Scope of Work	The proposed solution has the incident management / ticketing system workflow and solution shall support creating incident automatically based on the rules defined and tracking them.	As the Bidder has to provide separate ticketing tool so we request to add this in BOQ and also let us know the concurrent user count and maximum number of managed device accordingly.	It is clarified that, Bank has HP open view ticketing solution. Bidder should integrate the SIEM Archsight with the existing ticketing tool
24.	12 & 72	Part – I 3. Eligibility Criteria & Annexure – C : Eligibility Criteria Compliance	<p><u>Point no. 6</u> <u>Criteria:</u> The bidder should be currently in the service of providing Security Operation Centre (SOC) and facility management services for Security solutions including at least two Government/Public/Private organizations in India out of which one should be a Scheduled Commercial Bank / RBI / NPCI (excluding RRBs and Co-operative Bank).</p> <p><u>Documents to be submitted:</u> Proof of Client Certificate is to be submitted.</p>	<p>Request UCO Bank to revise the clause as below :</p> <p>"The bidder should be currently in the service of providing Security Operation Centre (SOC) and facility management services for Security solutions including at least two Government/Public/Private organizations in India out of which one should be a Scheduled Commercial Bank / BFSI or Insurance companies/RBI / NPCI (excluding RRBs and Co-operative Bank)."</p>	<p><u>The modified clause to be read as:</u> The bidder should be currently in the service of providing Security Operation Centre (SOC) and facility management services for Security solutions including at least two Government/Public/Private organizations in India out of which one should be a Scheduled Commercial Bank /BFSI/ RBI / NPCI (excluding RRBs and Co-operative Bank). <u>Documents to be submitted:</u> Proof of Client Certificate is to be submitted.</p>
25.	40	Part – IV 2. Facility Management	<p>Minimum Manpower Requirements Experienced Man power resource will be deployed at Bank"s SOC location at Kolkata for facility management,</p>	As per RFP we need to provide on roll manpower. Required clarity on whether manpower can be taken on Bidders Parent company rolls or whether we can hire off roll	<p><u>The modified clause to be read as:</u> The bidder must have minimum three (3) IT Security Professionals</p>

			<p>implementation and monitoring. The resource should be available 24*7*365 days at Bank's SOC location. The bidder should provide Experienced Man power resource for required services and reports mentioned in the RFP Part I and Part II. The bidder must have minimum three (3) IT Security Professionals having minimum qualification of Bachelor of Engineering (B.E.)/Bachelor of Technology B.Tech)/MCA/BCA/MSc/BSc on their payroll with certification in CISA or CISSP or CISM or any other equivalent / OEM professional certification in the field of IT Security to provide services for the scope of work mentioned in the RFP.</p>	<p>resources. Need confirmation on the same.</p> <p>As all the employees are under Bharti Airtel Limited Payroll, we donot have any other payroll for our subsidiary companies, here we will be bidding C-SOC RFP on Bharti Airtel Services Limited.</p> <p>Therefore request you to please consider the hiring of manpower either under Bidder parent company or allow us to hire off roll manpower with asked qualifications.</p>	<p>having minimum qualification of Bachelor of Engineering (B.E.)/Bachelor of Technology (B.Tech)/MCA/BCA/MSc/BSc on their/parent company payroll with certification in CISA or CISSP or CISM or any other equivalent / OEM professional certification in the field of IT Security to provide services for the scope of work mentioned in the RFP.</p> <p>The remaining clause remains same as per the RFP.</p>
26.	53	Part – V	<p>19. Warranty</p> <ul style="list-style-type: none"> • All updates and upgrades during the contract have to be provided at no cost to the bank. • The Bidder further represents and warrants that all licenses delivered / rendered under and in accordance with contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder. • The warranty period will be 36 months from date of successful deployment of proposed solution at the respective location/s for Support and warranty period. <p>20. Annual Maintenance Charges (AMC) and Annual Technical Support (ATS)</p> <ul style="list-style-type: none"> • The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 90 days, without assigning any reason thereof. 	<ol style="list-style-type: none"> 1. Industry standard warranty is 90 Days. 2. Considering various solution will be deployed in differernt timelines request the bank to change to arranty period will be 36 months from date of successful deployment of proposed solution at the respective location/s for Support and warranty period or six month on the date of delivery. 3. NTT requests you to note that NTT is not an OEM / OSD for the products being supplied under this RFP and thereby requests you to take below mentioned clarification on record, as the RFP states about some Warranties; 	<p>Clause stands as per RFP.</p>

			However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.																																
27.	44	Part – V 8. Project Timeline	<p>Bidders are requested to keep the following timelines in regard to the implementation of solutions / requirements. T denotes the date of release of PO to the Bidder. For example: T+3 represents that the solution needs to be implemented within Three (3) months of the release of the Purchase Order (PO).</p> <table><tr><th>Sl. No.</th><th>Solutions</th><th>Timelines</th></tr><tr><td>1</td><td>Network Access Control (NAC) Management</td><td>T + 6</td></tr><tr><td>2</td><td>End Point Data Loss Prevention (DLP)</td><td>T + 6</td></tr><tr><td>3</td><td>Automated Vulnerability Assessment Scanners (VAS)</td><td>T + 3</td></tr><tr><td>4</td><td>IT-Governance, Risk & Compliance (IT-GRC)</td><td>T + 3</td></tr><tr><td>5</td><td>Anti-Advanced Persistent Threat (APT)</td><td>T + 3</td></tr><tr><td>6</td><td>Network Policy Management Solution</td><td>T + 3</td></tr><tr><td>7</td><td>Decoy Services (Honeypot)</td><td>T + 3</td></tr><tr><td>8</td><td>Anti-Phishing – Anti-Rogue Services</td><td>T + 1</td></tr><tr><td>9</td><td>Arcsight</td><td>T + 1</td></tr></table>	Sl. No.	Solutions	Timelines	1	Network Access Control (NAC) Management	T + 6	2	End Point Data Loss Prevention (DLP)	T + 6	3	Automated Vulnerability Assessment Scanners (VAS)	T + 3	4	IT-Governance, Risk & Compliance (IT-GRC)	T + 3	5	Anti-Advanced Persistent Threat (APT)	T + 3	6	Network Policy Management Solution	T + 3	7	Decoy Services (Honeypot)	T + 3	8	Anti-Phishing – Anti-Rogue Services	T + 1	9	Arcsight	T + 1	<p>Installing NAC solution will ensure the endpoint meets minimum patches. Installation time depends on the baseline of patches already installed and also availability of the endpoints to be bidder. For DLP solution also the endpoints agent needs to be installed and based on data classification available with bank the policies has to be created. The rollout has been happen in phased manner so that there is limited dlp false positive incidents. GRC also needs considerable and multiple workshops with bank to understand the process. Hence request bank to change the implementation times as below Requesting Bank to increase the timeline for each solution as below below:</p> <p>1 Network Access Control (NAC) Management T+6 for 70% of endpoint 2 End Point Data Loss Prevention (DLP) T+6 - for 70% of endpoint 3 Automated Vulnerability Assessment Scanners (VAS) T+5 4 IT-Governance, Risk & Compliance (IT-GRC) T+6 5 Anti-Advanced Persistent Threat (APT) T+6 6 Network Policy Management Solution T+6 7 Decoy Services (Honeypot) T+6 8 Anti-Phishing – Anti-Rogue Services T+3 9 Arcsight Implementation and Integration T+6</p>	Please refer to the pre-bid responses uploaded on 07.10.2020
Sl. No.	Solutions	Timelines																																	
1	Network Access Control (NAC) Management	T + 6																																	
2	End Point Data Loss Prevention (DLP)	T + 6																																	
3	Automated Vulnerability Assessment Scanners (VAS)	T + 3																																	
4	IT-Governance, Risk & Compliance (IT-GRC)	T + 3																																	
5	Anti-Advanced Persistent Threat (APT)	T + 3																																	
6	Network Policy Management Solution	T + 3																																	
7	Decoy Services (Honeypot)	T + 3																																	
8	Anti-Phishing – Anti-Rogue Services	T + 1																																	
9	Arcsight	T + 1																																	

			Implementation and Integration			
28.	56-57	Part - V 25. Contract Period	<p>The tenure of the Contract will be for a period of 5 (Five) years with warranty effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for further period on such terms and conditions as would be decided by the Bank.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days" notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.</p> <p>The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.</p>	Kindly clarify whether the warranty period starts from the successful deployment of the solution or execution of SLA.	It is clarified that, warranty to start from the date of deployment.	
29.	66	Part - V 44. Limitation of Liability	<p>i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for</p>	<p>1. To make the contract feasible for business we request Liability should be limited up to the extent mentioned below:</p> <p>2. For breach of any obligation mentioned in this document/RFP, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with</p>	Clause stands as per RFP	

		<p>liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>iii. The limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p>b. Damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p>c. Damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p>d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.</p> <p>"Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.</p> <p>"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP / Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life,</p>	<p>this agreement/RFP for an amount exceeding the annual contract value.</p>	
--	--	--	--	--

			personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.		
30.	57	Part - V 26. Indemnity		<p>1. We request the Bank that Indemnity should be restricted upto as mentioned below and all the other Indemnities mentioned in the RFP and the relevant Annexures shall not be applicable on NTT under this RFP.</p> <p>2. During the tenure of this Agreement only and not thereafter - NTT shall Indemnify the Bank against third party claim for (i) IPR Infringement indemnity, and (ii) bodily injury and death and tangible property damage due to gross negligence and willful misconduct. The process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.</p>	Clause stands as per RFP
31.	54	Part - V 21. Force Majeure	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p> <p><input type="checkbox"/> Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,</p> <p><input type="checkbox"/> Situations, including but not limited to</p>	<p>NTT requests to add in the below text in the already mentioned Force Majeure clause in the RFP - Timelines mentioned in the RFP and agreed between the Parties relating to the scope of work under the project, shall automatically get extended for such period of delay, affected due to Force Majeure Event, including the Covid-19 situation. NT shall not liable for delays in its performance, response time or for non-performance, resulting from or arising out of a Force Majeure Event, including the Covid-19</p>	Clause stands as per RFP

			<p>war, declared or undeclared, priorities, quarantines, embargoes,</p> <p><input type="checkbox"/> Terrorist attacks, public unrest in work area,</p> <p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.</p>	<p>situation. Parties will have the right to review and amend the project timelines affected due to or arising out of Force Majeure Event.</p>	
32.	78	Annexure – G : Manufacturers of all the products proposed	<p>4. Description of manufacturing locations India:</p>	<p>All Products delivered under this Agreement are subject to the warranties provided by the OEM's or OSD's manufacturer as legally and contractually permissible for NTT to pass onto, resell, or assign to Client. NTT is not the manufacturer of the Products and provides no warranty in respect of the Products.</p>	<p>Clause is self-explanatory.</p>
33.	82	Annexure – K : PROFORMA FOR PERFORMANCE GUARANTEE		<p>NTT disclaims any and all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose AND AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.</p>	<p>Clause stands as per RFP</p>
34.	69	Annexure – B : Tender offer forwarding letter		<p>NTT MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED AND except as set forth in this RFP, NTT disclaims any and all warranties OR REMENDIES, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose AND AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.</p>	<p>Clause stands as per RFP</p>
35.	61	Part - V	32. Termination	<p>Either Party may terminate this Agreement in case of material breach by other party that has material adverse impact after providing</p>	<p>Please refer to the Pre-bid responses / corrigendum uploaded on 07.10.2020.</p>

				reasonable notice and cure period of atleast 30 days. The notice and cure period shall depend upon party giving the notice but shall not in any event be less than 30 days. The party in default shall be served with notice by other party clearly identifying the default and the material adverse impact it has on the party due to such breach.	
36.	99	Annexure – U : Non-Disclosure Agreement		NTT requests the Bank to note that, it can't accept to indemnify any claims for breach of confidentiality and only effective remedy is equitable relief which has been agreed and also NTT also agrees' to pay final court awarded damages.	Clause stands as per RFP
37.	66	Part - V 42. Arbitration	<p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.</p> <p>Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected</p>	<p>NTT requests to replace the Arbitration Clause in the RFP with the below clause; In the event of any disputes, differences or claims arising between the parties in connection with this agreement or the construction or interpretation of any of the clauses hereof or anything done or omitted to be done pursuant hereto, the parties shall first endeavor to amicably settle such disputes, differences or claims failing which the same be referred to the arbitration of a sole arbitrator jointly appointed by both the parties and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or enactment thereof. The seat of the arbitration shall be in Mumbai. The cost of arbitration shall be borne equally by both the parties.</p>	Clause Stands as per RFP.

			bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.										
38.	24	<p>Part - II</p> <p>INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</p> <p>31. Submission of Offer – Three Bid System</p>	<p>h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.</p> <p>i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.</p> <p>j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.</p>	<p>1. The USD-INR exchange rate and import duty are not in control of bidder. Hence kindly request the bank to allow for price revisions incase of adverse movement of USD-INR exchange rate by more than +/- 1% and any revision in custom duty by Honourable Government of India.</p> <p>2. The prices are dependant on Taxes, Duties (including Custom Duties), Levies, USD-INR excange rate etc. Hence the bidder request the bank to allow for price revision incase of any revision in the said structure by Honourable Government of India. Also incase of USD-INR excahnge rate movement by +/- 1% we request the bank to allow for price revision.</p> <p>3. We request the bank to allow for price revisions both upwards & downwards revision by Honourable Government of India.</p>	Clause Stands as per RFP.								
39.	51	<p>Part – V</p> <p>17. Uptime & Penalty</p>	<p>17. Uptime & Penalty</p> <p>If the Vendor fails to maintain guaranteed monthly uptime of 99.5 % of each individual solution, the Bank shall impose penalty as mentioned below on slab basis:</p> <table><tr><td>Monthly Uptime</td><td>Penalty as % of overall monthly uptime</td></tr><tr><td>Above 99.5%</td><td>No Penalty</td></tr><tr><td>98% to 99.5%</td><td>2%</td></tr><tr><td>96% to 97.99%</td><td>4%</td></tr></table>	Monthly Uptime	Penalty as % of overall monthly uptime	Above 99.5%	No Penalty	98% to 99.5%	2%	96% to 97.99%	4%	<p>Kindly request the bank to limit the total penalties to 10% of Annual Contract Value each year.</p>	Clause Stands as per RFP.
Monthly Uptime	Penalty as % of overall monthly uptime												
Above 99.5%	No Penalty												
98% to 99.5%	2%												
96% to 97.99%	4%												

			<table><tr><td>94% to 95.99%</td><td>6%</td></tr><tr><td>92% to 93.99%</td><td>8%</td></tr><tr><td>90% to 91.99%</td><td>10%</td></tr><tr><td>Less than 90%</td><td>Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.</td></tr></table> <p>□□The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and performance bank guarantee may be revoked.</p>	94% to 95.99%	6%	92% to 93.99%	8%	90% to 91.99%	10%	Less than 90%	Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.		
94% to 95.99%	6%												
92% to 93.99%	8%												
90% to 91.99%	10%												
Less than 90%	Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.												
40.	53	Part – V	<p>20. Annual Maintenance Charges (AMC) and Annual Technical Support (ATS)</p> <ul style="list-style-type: none">• The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 90 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.	<p>The bidder will have undertaken back-lining of OEM support for the full contract duration of 5 years. Hence kindly request the bank to remove the clause of termination of convenience.</p>	<p>Clause stands as per RFP.</p>								
41.			<p>Additional Clause - Site Not Ready</p>	<p>We request the bank to add the below clause in the RFP: "In case of Site Not Ready or Bank unable to accept the deliverables then the bidder can invoke Site Not Ready clause. We request the bank to make full payment (product and software) on invoke of this clause within 30 days of bidder sending the notification."</p>	<p>Query not admissible</p>								

Corrigendum

Sl. No.	Existing Clauses	Modified Clauses
1.	<p>Under Part – I, 3. Eligibility Criteria & Annexure – C : Eligibility Criteria Compliance <u>Point no. 6</u> <u>Criteria:</u> The bidder should be currently in the service of providing Security Operation Centre (SOC) and facility management services for Security solutions including at least two Government/Public/Private organizations in India out of which one should be a Scheduled Commercial Bank / RBI / NPCI (excluding RRBs and Co-operative Bank). <u>Documents to be submitted:</u> Proof of Client Certificate is to be submitted.</p>	<p>Under Part – I, 3. Eligibility Criteria & Annexure – C : Eligibility Criteria Compliance <u>Point no. 6</u> <u>Criteria:</u> The bidder should be currently in the service of providing Security Operation Centre (SOC) and facility management services for Security solutions including at least two Government/Public/Private organizations in India out of which one should be a Scheduled Commercial Bank /BFSI/ RBI / NPCI (excluding RRBs and Co-operative Bank). <u>Documents to be submitted:</u> Proof of Client Certificate is to be submitted.</p>
2.	<p>Part – IV 2. Facility Management Minimum Manpower Requirements Experienced Man power resource will be deployed at Bank's SOC location at Kolkata for facility management, implementation and monitoring. The resource should be available 24*7*365 days at Bank's SOC location. The bidder should provide Experienced Man power resource for required services and reports mentioned in the RFP Part I and Part II. The bidder must have minimum three (3) IT Security Professionals having minimum qualification of Bachelor of Engineering (B.E.)/Bachelor of Technology B.Tech)/MCA/BCA/MSc/BSc on their payroll with certification in CISA or CISSP or CISM or any other equivalent / OEM professional certification in the field of IT Security to provide services for the scope of work mentioned in the RFP.</p>	<p>Part – IV 2. Facility Management Minimum Manpower Requirements The bidder must have minimum three (3) IT Security Professionals having minimum qualification of Bachelor of Engineering (B.E.)/Bachelor of Technology (B.Tech)/MCA/BCA/MSc/BSc on their/parent company payroll with certification in CISA or CISSP or CISM or any other equivalent / OEM professional certification in the field of IT Security to provide services for the scope of work mentioned in the RFP.</p> <p>The remaining clause remains same as per the RFP.</p>
3.	<p>Part - V 47. Right to Audit: a) The bidder will be responsible of security breach for the services provided to the</p>	<p>Part - V 47. Audit: a) The bidder will be responsible of security breach for the services provided to the</p>

<p>Bank.</p> <p>b) The Bank reserves the right for audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the bidder to co-operate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by bidder shall attract suitable action by the Bank.</p>	<p>Bank.</p> <p>b) The Bank reserves the right for audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the bidder to co-operate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by bidder shall attract suitable action by the Bank.</p>
---	---

Note:

All other terms and conditions, clauses of the subject RFP / pre-bid queries responses / clarifications / corrigendum / addendum & changes remain unchanged. The reply to pre-bid queries responses / clarifications / corrigendum / addendum & changes in the RFP clause mentioned herein above will be part & parcel of the RFP.

Place: Kolkata

Date: 05/11/2020

-----XXX-----