



**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 & BTD/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.	62	<b>Part - V 33. Termination for Convenience</b>	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.	Request you to remove this clause. 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. Also all the software and licenses always purchased in the name of End user. Once purchased it cannot take back or change the ownership of the same. Its bank wish for termination. With or without any reason. We really don't have any mitigation to this. All the payment we have to pay in advance to oem. No way	Clause stands as per RFP.

				we can recover that from any oem. Software and license once sold cannot be sold to anyone	
2.	66-67	<p style="text-align: center;"><b>Part - V</b></p> <p><b>44. Limitation of Liability</b></p>	<p><b>i.</b> 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><b>ii.</b> Service Provider will ensure Bank's data confidentiality and shall be responsible for 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><b>iii.</b> The limitations set forth in point no. 1 shall not apply with respect to:</p> <p><b>a.</b> Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p><b>b.</b> Damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p><b>c.</b> Damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p><b>d.</b> 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><b>"Gross Negligence"</b> 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</p>	<p>Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value (TCO). shall apply to third party claims for</p> <p>a) IP Infringement indemnity.</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>c) The Bidder shall not be liable to the Bank for –</p> <p>(i) Any loss of profits, revenue, contracts, or anticipated savings or</p> <p>(ii) Any consequential or indirect loss or damage however caused, Provided that the claims against customers, users and service providers of the Bank would be considered as a "direct claim". Service Provider will ensure Bank's data confidentiality and shall be responsible for 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 (maximum upto TCO). 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 this agreement/RFP for an amount</p>	Clause stands as per RFP.

			<p>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><b>“Wilful Misconduct”</b> 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, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>	<p>exceeding the annual contract value Notwithstanding anything contained herein, neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages.</p>																						
3.	44	<p><b>Part – V</b> <b>8. Project Timeline</b></p>	<p>Bidders are requested to keep the following timelines in regard to the implementation of solutions / requirements.</p> <p><b>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).</b></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 &amp;</td><td>T + 3</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 &	T + 3	<p>IT-Governance, Risk &amp; Compliance (IT-GRC) T+3. For successful GRC implementation it will take 6-9 months considering that multiple workshops to be conducted with bank team (this will always take some time to conclude) and process details has to be added. Hence request the bank to change the implementation time to T+8 months</p>	<p>Please refer to the corrigendum.</p> <p><b><u>The modified clause to be read as:</u></b></p> <p>Bidders are requested to keep the following timelines in regard to the implementation of solutions / requirements.</p> <p><b>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).</b></p> <table><tr><th>Sl. No</th><th>Solutions</th><th>Timelines</th></tr><tr><td>1</td><td>Network</td><td>T + 6</td></tr></table>	Sl. No	Solutions	Timelines	1	Network	T + 6
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 &	T + 3																								
Sl. No	Solutions	Timelines																								
1	Network	T + 6																								

			<table><tr><td></td><td>Compliance (IT-GRC)</td><td></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 + 2</td></tr><tr><td>9</td><td>Arcsight Implementation and Integration</td><td>T + 2</td></tr></table> <p>Weekly meeting will be held on every Monday during implementation period and every 1st Day of the Month (tentatively) during the contract period.</p>		Compliance (IT-GRC)		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 + 2	9	Arcsight Implementation and Integration	T + 2			<table><tr><td></td><td>Access Control (NAC) Management</td><td></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 &amp; Compliance (IT-GRC)</td><td>T + 6</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 + 2</td></tr><tr><td>9</td><td>Arcsight Implementation and Integration</td><td>T + 2</td></tr></table> <p>Weekly meeting will be held on every Monday during implementation period and every 1st Day of the Month (tentatively) during the contract period.</p>		Access Control (NAC) Management		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 + 6	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 + 2	9	Arcsight Implementation and Integration	T + 2
	Compliance (IT-GRC)																																																		
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 + 2																																																	
9	Arcsight Implementation and Integration	T + 2																																																	
	Access Control (NAC) Management																																																		
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 + 6																																																	
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 + 2																																																	
9	Arcsight Implementation and Integration	T + 2																																																	

## Corrigendum

Sl. No.	Existing Clauses	Modified Clauses																																																												
1.	<p><b>Part – V</b></p> <p><b>8. Project Timeline</b></p> <p>Bidders are requested to keep the following timelines in regard to the implementation of solutions / requirements.</p> <p><b>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).</b></p> <table border="1"> <thead> <tr> <th>Sl. No</th><th>Solutions</th><th>Timelines</th></tr> </thead> <tbody> <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 &amp; 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 + 2</td></tr> <tr> <td>9</td><td>Arcsight Implementation and Integration</td><td>T + 2</td></tr> </tbody> </table> <p>Weekly meeting will be held on every Monday during implementation period and every 1st Day of the Month (tentatively) during the contract period.</p>	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 + 2	9	Arcsight Implementation and Integration	T + 2	<p><b>Part – V</b></p> <p><b>8. Project Timeline</b></p> <p>Bidders are requested to keep the following timelines in regard to the implementation of solutions / requirements.</p> <p><b>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).</b></p> <table border="1"> <thead> <tr> <th>Sl. No</th><th>Solutions</th><th>Timelines</th></tr> </thead> <tbody> <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 &amp; Compliance (IT-GRC)</td><td>T + 6</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 + 2</td></tr> <tr> <td>9</td><td>Arcsight Implementation and Integration</td><td>T + 2</td></tr> </tbody> </table> <p>Weekly meeting will be held on every Monday during implementation period and every 1st Day of the Month (tentatively) during the contract period.</p>	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 + 6	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 + 2	9	Arcsight Implementation and Integration	T + 2
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 + 2																																																												
9	Arcsight Implementation and Integration	T + 2																																																												
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 + 6																																																												
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 + 2																																																												
9	Arcsight Implementation and Integration	T + 2																																																												
2.	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for receipt of tender bids: <b>17.12.2020 at 04:00 pm</b></p>	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for receipt of tender bids: <b>22.12.2020 at 04:00 pm</b></p>																																																												
3.	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for opening of technical bids: <b>17.12.2020 at 04:30 pm</b></p>	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for opening of technical bids: <b>22.12.2020 at 04:30 pm</b></p>																																																												

**Note:**

All other terms and conditions, clauses of the subject RFP 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: 16/12/2020

-----xxx-----