

मार्च 26, 2019

शुद्धिपत्र / Corrigendum

Updated Critical Information Sheet:

Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	April 08 th 2019 3:00 PM
Place for submission of bids/ बोली जमा करने का पता	DGM (Systems) Small Industries Development Bank of India, Swavalamban Bhavan, Bandra Kurla Complex, Bandra [East], Mumbai 400 051
Date & Time of Opening of Technical Bid / बोली की न्यूनतम पात्रता व तकनीकी बोली खोलने की तिथि व समय	April 08 th 2019 3:30 PM
Date & Time of Opening of Commercial Bid / वाणिज्यिक बोली खोलने की तिथि व समय	<u>Will be intimated to shortlisted vendors.</u>

Revised Clauses in RFP:

S No.	Section No.	Page No.	Clause Stated in the RFP	Revised Clause
1	4.8.1 Hardware, Software and Network Connectivity	47 Point (i)	The bidder will be responsible for any other network connectivity required for CSOC operations and P2P link for replication of logs of SIEM collectors in DC and DR.	The bidder will be responsible for any other network connectivity required for CSOC operations and P2P link for the replication of logs of SIEM log collectors in DC and DR. If required, SIDBI will enter into a tri-party agreement with the bidder and service provider for obtaining P2P link. The payment

				will be made directly to the service provider providing P2P link.
2	4.1 Security Information and Event Management	39 Point (j)	The bidder will be responsible for providing P2P link for the log replication collected by SIEM log collectors across primary DC site and DR site. The sizing and requirement of all such links will be the responsibility of bidder.	The bidder will be responsible for providing P2P link for the log replication collected by SIEM log collectors across primary DC site and DR site. The sizing and requirement of all such links will be the responsibility of bidder. If required, SIDBI will enter into a tri-party agreement with the bidder and service provider for obtaining P2P link. The payment will be made directly to the service provider providing P2P link.
3	6.13 Terms of Payment and Payment Milestones	72 Point (r)	(r) Payment for the CSOC monitoring & operations cost, P2P link for DC-DR replication as part of Operational Cost for contract period will be divided into equal quarterly installments and will be payable to the Bidder quarterly in arrears on submission of invoice and other supporting documents.	(r) Payment for the CSOC monitoring & operations cost as part of Operational Cost for contract period will be divided into equal quarterly installments and will be payable to the Bidder quarterly in arrears on submission of invoice and other supporting documents. (s) Payment for the P2P link for DC-DR replication as part of Operational Cost for contract period will be divided into equal yearly installment and will be payable to the service provider

				providing P2P link yearly in arrears on submission of invoice and other supporting documents.
4	7.2 Liquidated Damages for not maintaining uptime	97 Point (k)	In the case of failure of P2P Link, the proportionate cost of the no. of day's service not available will be deducted.	The uptime of this link will be the responsibility of the service provider providing P2P link as per the SLAs defined in the RFP for uptime. Also, the same will be signed as part of tri-party agreement if required.
5	Annexure 10.2 Commercial Bid Format	142		Point (j) has been added as: j. The cost of P2P link for DC-DR replication as per Table - 2 of Annexure 10.2 Commercial Bid Format needs to be quoted by the bidder as the same will be calculated as part of commercial evaluation only. However, the payment will be made directly to the service provider providing P2P link after signing of tri-party agreement with the same service level agreement as mentioned in the RFP (if required).

Revised Section 7 of RFP:

7. Service Level Agreement & Liquidated Damages

Liquidated damages clause is defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other.

- a) Bank reserves the right to adjust the Liquidity damages (LD), if any, against any amount payable to the bidder or will be adjusted against the PBG.
- b) Liquidated damages would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.
- c) However the Liquidated damages to be recovered under below clauses shall be restricted & capped to 10% of the total value of the order for each year independently during the contract period.

7.1 Liquidated damages for delay in Delivery and Installation of Hardware and Software

- a) The bidder is expected to procure and install all the security solutions as per the timelines mentioned in Implementation Timelines (section 4.10).
- b) In case, if there is delay in delivery of the hardware & software, installation of the security solutions and associated hardware, software and software licenses, as given in commercial bid, beyond the schedule given in Section 4.10 from date of issue of PO, then LD at the rate of 1% per week of the cost quoted against each of respective item as mentioned in Commercial Bid for items not delivered will be levied per week or part thereof (on pro rata basis for the no. of days) and deducted against bills submitted.
- c) The integration of all the security solutions with SIEM should be completed within a period as mentioned in the section 4.10 from the date of issue of PO. In case of delay in integration beyond three months, LD at the rate of 1% per month of the cost quoted against SIEM as mentioned in Commercial Bid will be levied per month for the no of days of delay (on pro rata basis for the no. of days) and deducted against bills submitted.
- d) Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

7.2 Liquidated damages for not maintaining uptime

- a) The bidder shall guarantee 24x7 availability with quarterly uptime of 99% for the all the solutions under this project during the period of the Contract.
- b) The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a quarter less the Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

- c) If the Bidder is not able to attend the troubleshooting calls on solution due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the quarterly uptime reports during the warranty period and AMC period, if contracted.
- d) The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- e) The percentage uptime is calculated on quarterly basis as follows:
- $$\frac{(\text{Total contracted hours in a quarter} - \text{Downtime hours within contracted hours}) * 100}{\text{Total contracted hours in a quarter}}$$
- f) If the bidder fails to maintain the guaranteed uptime, LD based on Level of availability of uptime will be deducted as under:

S. No.	Service Area	Uptime % calculated on quarterly basis	Liquidated Damages (LD)
1	CSOC Operations Failure including any device (hardware / software) failure resulting in failure of CSOC operations	99% and above	NA
		97% to 99%	1% of Total CSOC Monitoring and Operations cost for the quarter
		95% to 96.99%	5% of Total CSOC Monitoring and Operations cost for the quarter
		Less than 95%	10% of Total CSOC Monitoring and Operations cost for the quarter
2	Individual Security / Device solution (Hardware / Software) Failure (including Incident Management Tool, SAN, backup tape solution). SIEM failure will be considered as total failure and liquidated damage will be as per the point 1.	99% and above	NA
		97% to 99%	10% of Notional AMC charges for each failure
		95% to 96.99%	20% of Notional AMC charges for each failure
		Less than 95%	50% of Notional AMC charges for each failure

- g) For hardware / software items whether under AMC or under warranty, notional AMC / License fee shall be calculated at 10% of the asset value or their actual AMC cost quoted after expiry of warranty period, whichever is higher, will be considered for the purpose of calculating LD.
- h) For repeat failure, same or higher LD will be charged depending upon the delay in rectification of the problem.
- i) LD will be calculated on Quarterly basis and deducted against the Quarterly payments.
- j) In case of CSOC operations failure, the LD will be charged for both CSOC Operations failure and individual security solution/device failure.
- k) In the case of failure of P2P Link, the proportionate cost of the no. of day's service not available will be deducted.
- l) For the L1, L2 and L3 resources for the leave of absence: - Each on-site resource shall be granted a maximum up to 01 (One) day leave per month. However, substitute should be provided. LD will be levied for any absence for which no substitute is arranged by the Service Provider as per defined in the below table. The LD charges will be in addition to the pro rata charges for the resources for their days of absence.

Resource Category	Liquidated Damages beyond leave of absence
Support Resources	<ul style="list-style-type: none"> • L1 Resource - Rs.2000/- per day maximum Rs.10000/- per month • L2 Resource - Rs.2500/- per day maximum Rs.15000/- per month • L3 Resource - Rs 3000/- per day maximum Rs 20000/- per month

- l) The Bank reserves right to recover / adjust the LD from any dues pending to the bidder.
- m) However, the maximum LD levied under section 7.2 shall not be more than the 10% of total value of the order per quarter.
- n) If quarterly uptime of CSOC operations is less than 95%, the Bank shall levy LD as above and shall have full right to issue notice & seek explanation under this RFP. The above LD shall be deducted from any payments due to the bidder.

7.3 SLAs & Liquidity Damages for CSOC Operations

S. No	Service Area	Service Level	Liquidated Damages
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1	Monitoring, Analysis & Incident Reporting	<ul style="list-style-type: none"> • 24x7 monitoring and reporting of all in-scope devices • Categorization of events into Critical, High, Medium and Low priority shall be carried out in consultation with the selected bidder during the contracting period. • All Critical, High and Medium priority events should be logged as incident tickets and responded as per SLA. • Events along with action plan/ mitigation steps should be alerted to designated bank personnel as per the below SLA: <ol style="list-style-type: none"> 1) Critical events within 15 minutes of the event identification. 2) High priority events within 30 minutes of the event identification. 3) Medium and Low priority events within 60 minutes of the event identification. 	<ul style="list-style-type: none"> • Critical Events: - 10% of quarterly CSOC Monitoring and Operations cost • High Priority Events: - 5% of quarterly CSOC Monitoring and Operations cost • Medium/Low Priority Events: - 3% of the quarterly CSOC Monitoring and Operations cost • Low Priority/ Operational Events need to be logged and maintained for reference. <p>An incident ticket need not be raised for such incidents. However, these need to be included in the daily reports.</p>
2.	Incident Resolution	<p>For the devices/ solutions managed and administrated by the bidder</p> <ol style="list-style-type: none"> 1. Critical incidents within 60 minutes of the event Identification. 2. High priority incidents within 90 minutes of the event identification. 3. Medium priority incidents within 120 minutes of the event identification. 	<p>Critical Incidents: 10% of quarterly CSOC Monitoring and Operations cost</p> <p>High Incidents: 5% of quarterly CSOC Monitoring and Operations cost</p> <p>Medium Priority Incidents: 3% of quarterly CSOC Monitoring and Operations cost</p> <p>Low Priority/ operational incidents need to be logged and maintained for</p>

			reference. These need to be included in the daily reports
3.	Reports and Dashboard	<p>Daily Reports: Critical reports should be submitted on a daily basis by 11:00 AM</p> <p>Weekly Reports: By 11:00 AM, Monday</p> <p>Monthly Reports: 3rd working day of each month</p>	<p>1) Delay in reporting for daily report for more than 2 hours shall incur a liquidated damage of Rs. 100/- per hour, maximum of Rs. 1000/- per day</p> <p>2) Delay in reporting by more than 2 days for both weekly and monthly reports shall incur a LD of Rs. 1500/- per day, maximum of Rs. 4500/- per month</p>
4.	Vulnerability Assessment	<p>The bidder is expected to conduct Vulnerability Assessments</p> <p>1) To be conducted for identified devices once every quarter based on a calendar documented in coordination with the bank to ensure that business operations are not impacted</p> <p>2) Ad-hoc scan to be conducted for the new devices as and when required by the bank.</p> <p>3) To identify new device in DC, DR and near DR and add the same to the network vulnerability management tool</p>	<p>1) If the quarterly periodic scan is not conducted for more than 15 days as scheduled for every quarter in any system/devices will incur Rs. 100 per system/device per day, maximum of Rs 1000/- per system/device</p> <p>2) Delay in performing ad - hoc VA scan and providing report by more than 24 hours shall incur Rs. 500 per instance, maximum of Rs 2000/-</p> <p>3) Delay in adding new devices (in DC, DR and Near DR) for more than 24 hours after reporting will incur Rs. 500 per instance, maximum of Rs 2000/-</p>

5	VAPT advisory & remediation services	<p>The bidder is expected to provide advisory-cum-remediation services for VAPT comments generated by internal and external vulnerability assessment and penetration testing.</p> <p>Provide steps for fixing the vulnerabilities and/or suggest Bank's team of compensating controls that needs to be implemented in order to circumvent the vulnerability Implement the resolution in Bank's test setup. Upon getting Bank team's concurrence, proceed with production resolution. In the case of application dependencies, the details shall be provided and compensating controls suggested, wherever possible</p>	<ol style="list-style-type: none"> 1. Delay in providing steps for fixing the critical vulnerabilities within 3 working days after reporting will incur Rs. 100 per vulnerability per day 2. Delay in providing steps for fixing the medium vulnerabilities within 7 working days after reporting will incur Rs. 300 per vulnerability per day 3. Delay in providing steps for fixing the low vulnerabilities within 30 working days after reporting will incur Rs.500 per vulnerability per day 4. Delay in implementing / revalidating the resolution in banks setup for more than 5 days after getting approval / confirmation from bank will incur Rs. 500 per instance.
6	Periodic Reviews	<p>The bidder is expected to improve the operations on an on-going basis.</p> <p>The bidder is expected to provide a quarterly report of the new improvements suggested, action plans, and the status of these improvements to the bank. The CSOC project sponsor or location delegate from the bidder is expected to conduct a quarterly review meeting with participating bank officials resulting in a report covering details about current CSOC SLAs, status of operations, key threats and new threats identified, issues and challenges etc.</p>	<p>Quarterly meeting for contract period to be conducted on the 25th (tentatively) of quarter ending month during the operations phase.</p> <p>A delay of more than Five days will incur a LD of 1% of quarterly CSOC Monitoring and Operations cost for that quarter</p>
7	Security Intelligence Services	<p>Advisories within 12 hours of new global threats & vulnerabilities disclosures.</p>	<p>A delay of more than Five days will incur a LD of 1% of quarterly CSOC Services cost for that quarter</p>

8	New Patches	New patches are applied within three months of them becoming generally available to all related technologies supplied by the bidder.	A delay of more than Five days will incur a LD of 10% of quarterly CSOC Monitoring and Operations cost for that quarter.
9.	Security Device Management and Administration	Bidder is expected to provide this service 24/7 basis. Management and administration of all security devices / solutions supplied under CSOC.	1. For more than 4 hours delay (after the banks confirmation) for rule modification OR for wrong rule modification in any of the security devices / solutions will incur a LD of 10% of quarterly CSOC Monitoring and Operations cost for that quarter.
10	Optional Components	Bidder is expected to provide the optional components if required for future implementation / integration of all security devices / solutions supplied under CSOC.	For more than 4 weeks delay for implementation, the bidder will incur a LD of 1% of quarterly CSOC Monitoring and Operations cost for that quarter.

- a) All the above LDs are independent of each other and are applicable separately and concurrently.
- b) LD is not applicable for the reasons attributable to the Bank and Force Majeure.

7.4 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.