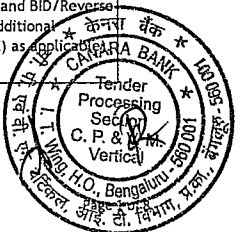


Replies for the Pre Bid Queries for the GeM Bid ref No. GEM/2023/B/4223086 dated 18/11/2023

Selection of Consultant for availing end-to-end services for upgradation of existing Security Operations Centre (SOC) to Next-Generation Security Operations Centre (NGSOC) in the Bank

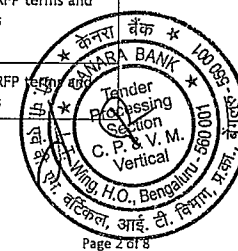
Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
1	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	Assessment of existing SOC and solutions deployed for effectiveness	Request you to provide additional details on infrastructure and solutions that are deployed which be reviewed as part of assessment	Details will be shared with selected bidder
2	1	Bid Document	Bid End Date	11-12-2023 15:00	Request you to kindly provide an extension to submit our response to RFP by 18th Dec'23	Bidder to refer the Corrigendum-1
3	51	Annexure - 2 Pre-Qualification Criteria	12	Bidder should have a pool of minimum 05 professionals with related domain expertise and should be in permanent roster. Copy of the certificates of the professionals and letter from Bidder's HR stating/Company secretary stating that they are on payroll of the bidder	Request you to confirm the name of the certifications for the domain expertise.	The number of domain expert or certified personnel full time employed by the bidder with PMP/CISA/CISM certification. Bidder to refer the Corrigendum -1
4	62	Annexure-10 Technical Evaluation Criteria	1	PO along with Satisfactory Work completion/undertaken letter from the client or invoice.	We request to modify the clause to PO or Satisfactory letter from the client.	Bidder to refer the Corrigendum-1
5	59	Annexure-9 Scope of Work	1.1	The consultant shall review existing SOC and the existing security solutions for their relevance.	Kindly confirm the different technologies/security solutions that are used currently.	Details will be shared with the successful bidder
6	61	Annexure-9 Scope of Work	6.3	The consultant shall observe the effectiveness of the solution for at least 3 months' post project implementation/signoff (whichever is later) and provide confirmation on proper functioning of all deployed solutions	Kindly confirm if the mentioned 3 months period is in addition to the overall 12 months duration. The timelines for the post implementation review is provided as 3 weeks in the Project timelines (Pg 12)	Bidder to refer the Corrigendum-1
7	69	Annexure-15 Bill of Material	Table-A	Consultancy Fees for upgradation of existing Security Operations Centre to Next-Generation Security Operations Centre as per Annexure-9 (Scope of Work).	We assume that the cost requested in this table is for the entire scope of work (all 6 phases) as per Annexure-9. Please confirm if our assumption is right.	Yes, We concur your understanding
8	69	Annexure-15 Bill of Material	Table-B	Charges for Dedicated Onsite Resources	We assume that the 2 onsite resources requested is additional to the overall scope. Please confirm if our assumption is right.	Resources has to be provided by the vendor during the course of activity and are part of the scope
9	28	GeM terms and conditions	8	NA	The GeM bidding document states that the terms of RFP shall prevail over GTCs of GeM. We have hence reviewed the RFP. Please confirm once from client if any aspect of GeM GTC are applicable. We understand GeM is only used for submission purpose	Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable



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Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
10	NA	Limitation of Liability	NA	Indirect and consequential losses are not excluded from liability	Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  "Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	Bidder to comply with RFP terms and conditions
11	95	Confidentiality Obligations	18	Obligations to survive is perpetual	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Bidder to comply with RFP terms and conditions
12	NA	Confidentiality Obligations	NA	Obligation to return all confidential information / destroy all confidential and no right to retain a copy	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Bidder to comply with RFP terms and conditions
13	33	Publicity	9	Any publicity by the selected bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	Bidder to comply with RFP terms and conditions
14	9, 34	INTELLECTUAL PROPERTY RIGHTS:	13, 10.3	Indemnities for IPR infringement claims without exceptions	We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.  "1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."	Bidder to comply with RFP terms and conditions
15	29	Indemnity	12	Indemnity for breach of contract obligations	There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to make it subject to final determination of court/arbitrator.	Bidder to comply with RFP terms and conditions
16	NA	Indemnity	NA	Indemnities for tax non payment	In the GST regime, this clause may not be feasible. We request you to kindly delete this clause.  Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement.	Bidder to comply with RFP terms and conditions
17	NA	Indemnity	NA	Indemnities for death and bodily injury	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	Bidder to comply with RFP conditions

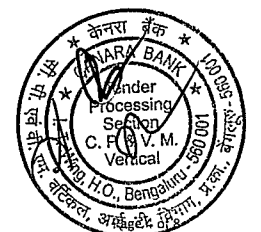




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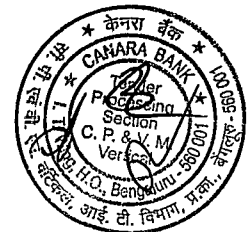
Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
25	NA	IPR	NA	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p><i>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</i></p>	Bidder to comply with RFP terms and conditions
26	94	Right to Audit	15.3	Widely worded audit rights	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	Bidder to comply with RFP terms and conditions
27	38	Indemnity	21.2.1	Obligations to survive for more than a year post expiry or termination of contract	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	Bidder to comply with RFP terms and conditions
28	NA	No third party disclaimer	NA	There is no restriction on the usage of deliverable. No third party disclaimers.	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	We concur your understanding
29	NA	Acceptance	NA	No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p>	Bidder to comply with RFP terms and conditions
30	NA	Role of Resources	NA	NA	<p>Requesting you to kindly clarify the exact expectations and roles and responsibilities to be exerted by the 2 resources as mentioned in the RFP</p>	Kindly refer the RFP terms. All activities of consultancy as mentioned in the RFP has to be undertaken for by the deployed resource
31	NA	Last date of Submission	NA	NA	<p>Requesting you to kindly provide with an extension of atleast 2 weeks from the date of release of the corrigendum. This is a complex Scope and requires in detail and in depth analysis. Kindly see.</p>	Bidder to refer the Corrigendum-1
32	NA	Timelines	NA	NA	<p>Given the complexity of the scope of work along with the extensive deliverables, we would like to requesting you to kindly help us understand the timelines as mentioned in the RFP along with the Payment terms as well. The same do not justify the efforts requested in the RFP</p>	Bidder to comply with RFP terms and conditions



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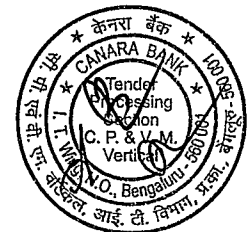
Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
33	NA	Pre-Qualification Criteria	<p>Any Bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered</p>	NA	<p>Regarding point g:</p> <p>Suppose there are two parties in consortium, A and B. A is primary bidder and B is an OEM who is bringing in a software for Privacy. While A is an Indian company, B is based out of a country which does not share a land border with India e.g., The United States of America.</p> <p>As per Bank requirement will this is a valid consortium and be allowed?</p> <p>Additionally, Data Privacy is not vary matured area in India hence there are not tools / technologies developed in India or in countries which share land border with India. We will appreciate if the Bank may allow bidder to bring in a tool / technology provider from e.g., The U.S. or Europe.</p>	Additional inputs are required to address the query.
34	NA	Pre-Qualification Criteria	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.	NA	Kindly clarify for the submission of this certificate. As we will be providing with Services only, this clause is not applicable. However, if there is any procurement involved, kindly help us understand the requirement better	Bidder to refer the guidelines issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent amendments from time to time to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.



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Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
35	NA	Annexure - 10 Technical Evaluation Criteria	Resources: The number of domain expert or certified personnel full time employed by the bidder with PMP, CISA, CISM certification.  Document to be submitted: Letter from HR/company secretary and relevant certificate to be submitted. (Resource with more than one year of experience will only be considered)	NA	we request you to kindly modify the clause as:  Resources: The number of domain expert or certified personnel full time employed by the bidder with PMP/ CISA/CISM certification.  Document to be submitted: Letter from HR/company secretary and relevant certificate to be submitted. (Resource with more than one year of experience will only be considered)	Bidder to refer the Corrigendum-1
36	NA	Annexure - 10 Technical Evaluation Criteria	Bidder has valid accreditation as below •ISO 9001: 2015 certification	NA	Having a valid Certificate is important however, restricting the number of years for the same is limiting for participation and may cause for limited competitions. We request you to kindly waver the number of years on the acquisition of the certificate	Bidder to comply with RFP terms and conditions
37	NA	Annexure - 10 Technical Evaluation Criteria	Bidder's Existence in the market: The Bidder should have been in operation in India for last five years as on RFP date.  1 marks for every completed additional year over and above 5 years	NA	According to this clause, a bidder with over 20 years of Operations will get to score 5+15 Marks where as a bidder with 10 years of Operations will get to score only 5+5 Marks.  This calculation and mark distribution is unfair and we request you to kindly revise the marking scheme for this clause such that the mark distribution is equal and fair	Bidder to comply with RFP terms and conditions
38	Additional Clause: Limitation of the Bidder's Liability towards the Purchaser	General	General	General	The Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	Bidder to comply with RFP terms and conditions
39	Additional Clause: Indemnity	General	General	General	The Client shall indemnify and hold harmless the GT Entities and GT Bharat LLP for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such GT Entity or GT Bharat LLP	Bidder to comply with RFP terms and conditions



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Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
40	To be added in the Non-solicitation (13.12 NON-SOLICITATION on Page No. 36)	General	General	General	During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for those Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools	Bidder to comply with RFP terms and conditions
41	Additional Clause: Force Majeure	General	General	General	Force Majeure to facilitate remote working. i. To the extent that the provision of the Services is impacted by a pandemic (including COVID19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. ii. Where the Bidder Personnel are required to be present at Client's premises, the Bidder will use reasonable efforts to provide the Services on-site at Client side, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent a. any government or similar entity implements restrictions that may interfere with provision of onsite Services; b. either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or c. an bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	Bidder to comply with RFP terms and conditions
42	Additional Clause: Retention of Copies	General	General	General	Request you to kindly consider the clause as under:  The Bidder shall be permitted to retain all information and documents as maybe required for legal or professional regulatory purposes, provided that such retained information remains subject to confidentiality obligations for the entire retention period.	Bidder to comply with RFP terms and conditions
43	Additional Clause: Non-Exclusivity	General	General	General	Request you to kindly consider the clause as under:  It is agreed that the services are being rendered on a non-exclusive basis and the Bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	Bidder to comply with RFP terms and conditions



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Sr. No.	Page No	Section	RFP Clause	Clause/ Technical Specification	Bidder's Query	Response
44	Additional Clause: Termination	General	General	General	<p>Request you to kindly consider the clause as under:</p> <ol style="list-style-type: none"> <li>In the event of termination of this Contract due to any cause whatsoever, the Contract with stand cancelled effective from the date of termination of this Contract</li> <li>In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the Consultant</li> <li>Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Consultant or due to the fact that the survival of the consultant as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the consultant as agreed mutually by the Purchaser and the consultant may pay the consultant for that part of the Services which have been authorized by the Purchaser and performed by the consultant up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the consultant as may be required to offset any losses caused to the Purchaser as a result of any act/ omissions of the consultant. In case of any loss or damage due to default on the part of the consultant in performing any of its obligations with regard to executing the Scope of Work under this Contract, the consultant shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity.</li> <li>Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, and pursue such other rights and/ or remedies that may be available to the Purchaser under law</li> <li>The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination</li> </ol>	Bidder to comply with RFP terms and conditions
45	Additional Clause: Confidentiality	General	General	General	<p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</p>	Bidder to comply with RFP terms and conditions
46	Additional Clause: Intellectual Property Rights	General	General	General	<p>The bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the bidder owns in performing the Services. Notwithstanding the delivery of any Reports, the bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	Bidder to comply with RFP terms and conditions

Date:06/12/2023  
Place: Bengaluru

  
Deputy General Manager

