

Amendment-1 to "RFP 19/2017-18 dated 07/11/2017 for Selection of Vendor for Implementation of Anti-Phishing, Anti-Pharming, Anti-Malware, Anti-Trojan, Rogue attacks, Website defacement and Dark Web Monitoring managed services in Canara Bank"

It is has been decided to change the following clause of the RFP:

Sl. No.	Page No.	Clause No.	Existing	Amended
a.	11	7.8	New Clause	The Bidder has to provide unlimited takedowns of websites during contract period.
b.	12	<u>7.12. Followings are the important terms of SLA but not limited to</u>	7.12.6. Phishing site in web on all major browsers such as Internet explorer, Google chrome, Mozilla firefox, Safari, Opera etc. should be blocked within 3 hours of detection of such site.	The clause is modified as under: "7.12.6. Phishing site in web on all major browsers such as Internet explorer, Google chrome, Mozilla firefox, Safari, Opera etc. should be blocked within 4 hours of detection of such site."
c.	43	<u>5. Eligibility Criteria: Clause no 5.1 & Annexure-3</u> <u>Point no. a</u>	Eligibility Criteria: a. The Bidder should be a Registered Company in India as per Indian Companies Act, 1956 or 2013. Documents to be submitted with the RFP: Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	Eligibility Criteria: a. The bidder should be the registered Proprietorship firm/ Partnership firm/LLP or Private/Public Limited Company. Documents to be submitted with the RFP: Suitable proof establishing the incorporation of the firm/company like Partnership Deed/ Certificate of Registration/Incorporation/Commencement of Business etc. Copy of registration regarding Sales Tax / VAT / Service Tax. PAN Card of firm/company also to be submitted.
d.	43	<u>5. Eligibility Criteria: Clause no 5.1 & Annexure-3</u> <u>Point no. d</u>	Eligibility Criteria: d. Bidder must have 3 years experience in the field of implementation and monitoring of Information Security Business. Documents to be submitted with the RFP: Certificate from customers to be produced	Eligibility Criteria: d. Bidder must have 3 years experience in the field of implementation and monitoring of Information Security Business. Documents to be submitted with the RFP: The Bidders must produce PO/Reference letter in their name from customers.
e.	58, 59 and 60	Annexure-15	Bill of Material	Amended Annexure-15 is attached



44. Liquidated Damages (Page Nos. 29,30 & 31 and Clause no. 44):

44.1. Penalties/Liquidated damages for delay in Delivery and Implementation of Services would be as under:

If the Bidder fails to complete delivery and Implementation of Services in Bank as per clause 42.1 and 42.2, The Bidder shall be liable to pay Liquidated damages at the rates specified below subject to a cap of 5% (Plus GST), for each completed calendar week of delay and part thereof on total order value:

Liquidated Damages	Period
0.50% (Half Percent) (Plus GST) per week and part thereof	For the first Four weeks of Delay.
1.00 % (One Percent) (Plus GST) per week and part thereof	Beyond Four weeks of Delay.

44.2. Penalties/Liquidated damages for each Incident happened and not reported:

44.2.1. If the Bidder fails to report incident like Phishing, Pharming, Brand Abuse, Trojan and Web defacement (To be calculated for each and every incident), Penalty for uptime will be deducted as under:

Incident reporting time	Penalty amount
Within 30 minutes	No penalty
31 to <45 minutes	0.10% (Plus GST) on Basic Invoice value
46 to <60 minutes	0.20% (Plus GST) on Basic Invoice value
61 to <75 minutes	0.30% (Plus GST) on Basic Invoice value
76 to <100 minutes	0.40% (Plus GST) on Basic Invoice value
101 to <115 minutes	0.50% (Plus GST) on Basic Invoice value
116 minutes and above	1.00% (Plus GST) on Basic Invoice value

44.2.2. The maximum penalty levied shall not be more than the 10% (Plus GST) of basic invoice value.

44.3. Failure to resolve incidences like Phishing, Pharming, Brand Abuse, Malware etc. (calculated on quarterly average basis for all incidents):

44.3.1. Bidder should resolve the incidents as reported in clause 44.2. The Bidder shall be liable to pay Liquidated damages at the rates specified below subject to a cap of 20% (Plus GST) of quarterly payment of in scope services.

Resolution time	Penalty amount
Within 240 minutes	No penalty
241 to < 300 minutes	1.00% (Plus GST) on Basic Invoice value
301 to < 360 minutes	2.00% (Plus GST) on Basic Invoice value
361 to < 420 minutes	3.00% (Plus GST) on Basic Invoice value
421 to < 480 minutes	4.00% (Plus GST) on Basic Invoice value
481 to < 540 minutes	5.00% (Plus GST) on Basic Invoice value

44.3.2. If resolution time exceeds beyond 9 hours, penalty equivalent to 20% (Plus GST) of quarterly payment of in scope services will be charged. In case an incident is not closed within the period of 7 days from the date of its identification then Bank will reserve the right to get such incidents closed from other parties, expenses for which shall be recovered from the vendor.



44.4. Failure to resolve Trojan incidents (To be calculated on incident basis):

The bidders should resolve Trojan incidents within 24 hours of detection. Penalty at the rate of 10% of quarterly payment will be charged if the delay in resolution of trojan incidents is more than 24 hours but less than 48 hours. In case of resolution time is more than 48 hours and less than a week penalty at the rate of 20% (Plus GST) of quarterly payment will be charged. If the resolution time is more than one week, penalty at the rate of 100% of quarterly payment of website scanning services will be charged.

44.5. Delay in Takedown of phishing sites and fraudulent mobile apps specifically targeting Canara Bank (Standalone attacks)(To be calculated on incident basis):

Resolution time	Penalty amount
Within 4 hours	No penalty
More than 4 hours, but less than 8 hours	0.25% (Plus GST) on Basic Invoice Value
More than 8 hours, but less than 24 hours	0.50% (Plus GST) on Basic Invoice Value
More than 24 hours, but less than 48 hours	1.00% (Plus GST) on Basic Invoice Value
More than 48 hours, but less than 72 hours	2.00% (Plus GST) on Basic Invoice Value
More than 72 hours	10.00% (Plus GST) on Basic Invoice Value

44.6. Failure to maintain response time for Scanning of Bank's websites for Defacement (To be calculated on incident basis):

A genuine act of defacement on Bank's websites should be detected within 15 minutes of the incident. Penalty at the rate of 10% (Plus GST) of quarterly payment for Website scanning services will be charged for delay in detection of defacement for more than 15 minutes but less than 1 hour. In case of response time more than 1 hour the penalty at the rate of 20% (Plus GST) of quarterly payment of website scanning services will be charged. If the response time is more than 24 hrs, penalty at the rate of 100% of quarterly payment of website scanning services will be charged.

44.7. Also bank will reserve the right to get such incidents closed from other parties, expenses for which shall be recovered from the vendor.

44.8. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the Bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from Bidder or from any other amount payable to the Bidder in respect of other Orders.

44.9. All the above LDs are independent of each other and are applicable separately and concurrently.

44.10. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting installation and commissioning payment.

All the other Instructions and Terms & Conditions of the above RFP remain unchanged.
Please take note of the above Amendments while submitting your response to the subject RFP.

Date: 24/11/2017
Place: Bengaluru

Deputy General Manager



Annexure-15

Amended Bill of Material

SUB: Selection of Vendor for Implementation of Anti-Phishing, Anti-Pharming, Anti-Malware, Anti-Trojan, Rogue attacks, Website defacement and Dark Web Monitoring managed services in Canara Bank.

Ref: Your RFP 19/2017-18 dated 07/11/2017

Note:

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorised Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, in particular clauses 26, 27 and 44 while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table-A
Price Details

Sl. No.	Components	Monitoring Charges as per scope of work per year (Exclusive of Taxes)	Tax %	Tax amount	Monitoring Charges as per scope of work per year (Inclusive of Taxes)	No of Years	Total Cost (Incl of tax)	
		A	B	C	D=A+C	E	F=D*E	
1.	24x7x365 monitoring of websites and mobile applications for Anti-Phishing, Anti-Pharming & Anti-Trojan.					5		
2.	24x7x365 monitoring of websites and mobile applications for Rogue Attacks.					5		
3.	24x7x365 monitoring of websites and mobile applications for Anti-malware and Defacement.					5		
4.	Dark Web Monitoring of websites and mobile applications.					5		
5.	Total cost (total of column F of 1,2,3 and 4)							

Table-B
Cost for additional Websites monitoring

Sl. No.	Components	Monitoring Charges as per scope of work per Website per year (Excl of Taxes)	Tax %	Tax amount	Monitoring Charges as per scope of work per Website (Incl of Taxes)	Qty	No. of Years	Total Cost (Incl of tax)
		A	B	C	D=A+C	E	F	G=D*E*F
1.	24x7x365 monitoring of websites for Anti-Phishing, Anti-Pharming & Anti-Trojan.					10	5	
2.	24x7x365 monitoring of websites for Rogue Attacks.					10	5	

3.	24x7x365 monitoring of websites for Anti-malware and Defacement.					10	5	
4.	Total cost (total of column G of 1,2 & 3)							

***Number of Websites is indicative only. The quantity may vary from time to time in total. Prices quoted in Table-B should be valid for 5 years from date of Reverse Auction.

Table-C
Cost for additional Mobile Applications monitoring

Sl. No.	Components	Monitoring Charges as per scope of work per Website per year (Excl of Taxes)	Tax %	Tax amount	Monitoring Charges as per scope of work per Website per year (Incl of Taxes)	Qty	No. of Years	Total Cost (Incl of tax)
		A	B	C	D=A+C	E	F	G=D*E*F
5.	24x7x365 monitoring of mobile applications for Anti-Phishing, Anti-Pharming & Anti-Trojan.					10	5	

***Number of Mobile applications is indicative only. The quantity may vary from time to time in total. Prices quoted in Table-C should be valid for 5 years from date of Reverse Auction.

Table-D
Total Cost for 5 Years Contract Period

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost of Ownership [inclusive of tax]
A	Total Cost as per Table-A [Total of Column F]	
B	Cost for additional Websites monitoring as per Table-B [Column G]	
C	Cost for additional Mobile Applications monitoring as per Table-C [Column G]	
D	Total Cost of Ownership [Sum of A, B and C]	

Declaration:

- Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation