



PRE BID REPLIES FOR NPCI:RFP:2012-13/0025 dated 16.01.2013-RFP FOR ENGAGING AGENCY FOR SOC SERVICES

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)	NPCI Comments
1	Engaging Agency for SOC Services	17	Section 4.2-6	Eligibility Criteria	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.	Request to change the clause as : The Bidder should not be currently blacklisted by any bank / financial institution in India or abroad.	No change in RFP clause
2	Engaging Agency for SOC Services	19	5.6	Bid Price	Prices quoted in the Bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever, except Octroi. The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule	Request to add further: In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Bidder or if any existing taxes or levies are changed thereafter, the same shall be borne by the NPCI. Since this is not under bidder's control.	No change in RFP clause
3	Engaging Agency for SOC Services	27	8.4.	Term of Contract	Initially, the contract shall be for the period of 3 years from the date of commencement of the engagement and renewable on annual basis. Renewal of the engagement would inter-alia, be based on the quality of SOC services provided, which would be reviewed every 6 months.	Request to change the clause as : Initially, the contract shall be for the period of 3 years from the date of commencement of the engagement and renewable on annual basis. Renewal of the engagement would inter-alia, be based on the quality of database support services provided, which would be reviewed every 6 months and would be applicable unless the other party objects. The successful Bidder would have the right to propose any price increase when NPCI serves a notice upon it intending to renew the term and the price would be mutually agreed between NPCI and the bidder.	No Change in RFP clause
4	Engaging Agency for SOC Services	32	8.24	Indemnity	RFP	Request for change: The bidder will agree to indemnify NPCI for the following: 1. third party IP infringement 2. gross negligence or willful misconduct 3. Breach of confidentiality obligations 4. violation of applicable law	No change in RFP clause

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5	Engaging Agency for SOC Services	NA	New Clause	Exceptions to Indemnity		<p>(a) Bidder shall not have any liability to NPCI under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a deliverable with equipment or software supplied by NPCI where the deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by NPCI (3) use of a deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a deliverable by anyone other than Bidder where the unmodified version of the deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for NPCI the right to continue using such deliverables as provided without infringement, or replace or modify such deliverables so that they become non-infringing.</p>	No change in RFP clause

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6	Engaging Agency for SOC Services	32	8.24	Bidder's Liability	<p>The selected Bidder will be liable for all the deliverables.</p> <p>The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.</p>	<p>Request to change the clause as : The selected Bidder will be liable for all the deliverables.</p> <p>Notwithstanding anything contained herein, Bidder shall not be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Service Provider) that may arise out of or result from this Contract. The aggregate liability of Bidder under this Contract shall not exceed 25% of the fees received by Bidder under this Contract .</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.</p>	No change in RFP clause
7	Engaging Agency for SOC Services	New Clause	New Clause	Change Control		<p>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, deliverables, schedule, or any other aspect of the agreement. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</p>	No change in RFP clause
8	Engaging Agency for SOC Services	New Clause	New Clause	Savings		<p>Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to NPCI's omissions or actions whatsoever.</p>	No change in RFP clause

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9	Engaging Agency for SOC Services	14	3	Security Operations Center (SOC) Services	Service provider shall ensure uptime & availability of SIEM & Security Tools. Service provider resources are expected to deliver SOC services including but not limited to performance monitoring, performance tuning, optimization, and maintenance of SIEM & security tools, also SIEM log backup, troubleshooting, security monitoring, security product management, vulnerability assessment and penetration testing, application security testing and Malware Monitoring. The detailed SOC Reports" formats will be discussed and finalized with L1 bidder	1) Pls confirm that performance monitoring and performance fine-tuning is for the in-scope devices 2) Pls confirm that uptime and availability monitoring is of the in-scope devices 3) Do the NPCIL expecting bidder to bring-in performance monitoring and uptime monitoring tools/services	YES, Bidder is free to bring any tool to improve his performance.
10	Engaging Agency for SOC Services	14			All Resources should be on the payrolls of the bidder.	Request you to relax this condition. However we agree the complete responsibility would be with the bidder.	No change in RFP clause
11	Engaging Agency for SOC Services	14	3.3	Vulnerability Management Services:	Conduct VAPT and Application Security tests as in when required.	Pl. confirm the details of the device to be scope under scope and frequency of test to be conducted. Our understanding that the tool for testing would be provided by NPCI - Pl confirm if the same is correct (for VA & PT).	Quarterly, service provider has to conduct VAPT with his own software/tools
					Bidder has to provide tools / utilities and skilled resources to conducting them....	our understanding that the tool would be provided by NPCI. If NO, then there would be additional commercials required for the same. Would request to have an additional line item in the commercial format.	Service provider has to conduct VAPT with his own software/tools
12	Engaging Agency for SOC Services	15	3.6	SOC Skilled Manpower Requirement:	SOC L1 / L2 Engineers - B.E. /B.Tech.	Request you to relax this condition. However we agree the complete responsibility would be with the bidder.	No change in RFP clause
13	Engaging Agency for SOC Services	16	3.7	Single Point of Contact	The short listed L1 Bidder shall appoint a single point of contact with whom NPCI will deal with for any activity pertaining to the requirements of this RFP	1) Do this SPOC is apart from the team structure mentioned in RFP 2) if yes, then would this SPOC be an onsite dedicated resource for NPCI.	This SPOC is for the RFP purpose.
14	Engaging Agency for SOC Services	35	9.1.1	Asset Scope	1) Pls provide the exact no. of assets for security monitoring services. 2) Request to share the details of the tools available at NPCI.	1) Pls provide the exact no. of assets for security monitoring services. 2) Request to share the details of the tools available at NPCI.	SIEM - RSA enVision 2FA - RSA DLP - RSA PIM - ARCOS FIM - Tripwire
15	Engaging Agency for SOC Services	38	9.1.3	Deliverables- Event monitoring	Alerting method: Email/SMS/Call: Very high priority events	1) Pls confirm that RSA Envision has features to send the alerts by e-mail and SMS and it is configured and working	1) RSA Envision has features to send the alerts by e-mail but the feature is not configured as of now.

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16	Engaging Agency for SOC Services	39	9.1.3	Reports	Daily reports including firewall change reconciliation, unauthorized database admin access, referrer log brand misuse reports, anti-virus policy non-compliance, unauthorized service provider access, privilege misuse/escalation	Confirm if these reports are available out of the box from the tools procured by NPCI. Our understanding that the reports as available from the tools procured by NPCI would be shared by the onsite team.	Reports need to be provided by the SOC team (bidder) generated from NPCI tools as per the requirement.
17	Engaging Agency for SOC Services		9.2.3	Fault Management	Open a case with device supplier in the event of hardware component or system failure or bugs	back to back support engagement with OEM in place	back to back support engagement with OEM are in place
18	Engaging Agency for SOC Services	40	9.2.1	Asset Scope	1) Pls provide the no. of each type devices and their locations	1) Pls provide the no. of each type devices and their locations	Will be provided to L1 Bidder
19	Engaging Agency for SOC Services	40	9.2.2	Service Specification	Management of products in scope for policies, configurations, availability, fault and capacity management during business hours	1) Pls confirm that Security Product Management which includes trouble-shooting required only during the Business hours. Also clarify what time-span is treated as business hours	SOC Operation is 24x7. All functions are required to be 24x7.
20	Engaging Agency for SOC Services	44	9.2.3-3	Deliverables	Monitor the availability of devices	Our understanding that the monitoring tools are available at NPCI and team would be using the same for monitoring of devices.	The monitoring tools are available at NPCI and team would be using the same for monitoring of devices.
21	Engaging Agency for SOC Services	45	9.3	Vulnerability Management Services	The frequency and depth of scan and assessments will be determined by the asset criticality and its risk exposure	1) Pls provide the high level estimate of Frequency and No. of devices for which VA to be done	Quarterly, Please quote your commercials in slab of 50 devices.
22	Engaging Agency for SOC Services	48	9.4	Malware Monitoring Services	1) Pls provide the no, of websites for which Anti-malware service is required	1) Pls provide the no, of websites for which Anti-malware service is required	Please quote your commercials in slab of 10 URL.
23	Engaging Agency for SOC Services	50	9.4.2	Service Specification	Bidder should provide online security dashboard to capture security status of monitored websites and also to track mitigation status of infected sites	This is an additional services other then the onsite resources deployed. Our understanding is that NPCI would avail the service from the OEM directly and onsite team has to provide the reports/status only.	Yes, Service can be availed from Bidder or OEM.
24	Engaging Agency for SOC Services	51	9.5	SIEM & Security Tools implementation GAP analysis Services (onetime)	SIEM & Security Tools implementation GAP analysis Services (onetime)	Our understanding is that the Gap analysis needs to be done only for SIEM tool only - Pl. confirm if the same is correct.	Gap Assessment for SIEM and security tools.
25	Engaging Agency for SOC Services	52	9.7	Other Requirements	Bidder should prepare the SOC operations for compliance and certification to the standards of ISO 27001, ISO 20000, BS 25999 and PCI DSS	1) Need further clarification on this 2) We assume that ISO related technical requirements will be given to us by NPCI	Bidder has to ensure compliance of SOC operation for the mentioned standards.
26	Engaging Agency for SOC Services	95	Annexure C2 -	Commercial Format	Number of resources required for L1 Support	Our understanding is that there is a typo error and the resource requirement is for five personnel. Pl confirm if the same is correct.	Pls refer commercial format - Role column of Table A & B

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27	Engaging Agency for SOC Services	95	Annexure C2 -	Commercial Format		Pl confirm if any further augmentation of resources needs to be done based on the activities and no of devices. If yes, then the annexure has to provide additional line for the same.	No change in RFP clause
28	Engaging Agency for SOC Services	95	Annexure C2 -	Commercial Format		1) Suggest to add line items for the services. 2) Suggest to add line items for the tools to be deployed.	Bidder shall suggest tools as a optional item. This is not consider at the time of commercial evaluation. Bidder shall enclosed the list of optional item Separately in Envelope C- Commercial bid only
29	Engaging Agency for SOC Services	14	3.1	Security Monitoring Services:	Please specify the number of devices currently configured to the SIEM solution?		Will be provided to L1 Bidder
30	Engaging Agency for SOC Services	14	3.3.	This service will help NPCI to centrally assess and mitigate the security risks in its network, servers & devices on a continuous basis.	We assume that the below mentioned activities would become part of the Vulnerability Management Services. Please confirm on the same.		As mentioned in RFP document
					Network Penetration Testing - External	YES/NO	As mentioned in RFP document
					Network Penetration Testing - Internal	YES/NO	As mentioned in RFP document
					Wireless Network Penetration Testing	YES/NO	As mentioned in RFP document
					Application Security Assessment	YES/NO	As mentioned in RFP document
					Configuration Review (Vulnerability Assessment)	YES/NO	As mentioned in RFP document
31	Engaging Agency for SOC Services	14	3.3.	Conduct VAPT and Application Security tests as in when required.	Please mention the frequency of testing w.r.t each of the activities		Quarterly
				Network Penetration Testing - External	Quarterly/Half Yearly/Annually		Quarterly
				Network Penetration Testing - Internal	Quarterly/Half Yearly/Annually		Quarterly
				Wireless Network Penetration Testing	Quarterly/Half Yearly/Annually		Quarterly
				Application Security Assessment	Quarterly/Half Yearly/Annually		Quarterly
				Configuration Review (Vulnerability Assessment)	Quarterly/Half Yearly/Annually		Quarterly
				Any other activity (Please mention)	Quarterly/Half Yearly/Annually		Quarterly
32	Engaging Agency for SOC Services	14	3.3.	Bidder has to provide tools / utilities and skilled resources to conducting them.	Bidder recommends a hybrid approach involving both tools and manual execution. Will this suffice your expectations?	YES/NO & Automated/Manual/Hybrid	As mentioned in RFP document
33	Engaging Agency for SOC Services	14	3.3.	The bidder's (SOC) team has to provide steps for closure of findings & provide reports on daily basis till closure.	We shall provide steps for closure of findings after each round of testing. Is execution of the steps also a responsibility of the SOC team? Please confirm.	YES/NO	As mentioned in RFP document
					Please provide us with a brief overview of the current environment		Will be provided to L1 Bidder
					Number of locations	e.g. Mumbai, Delhi, Kolkata	Will be provided to L1 Bidder

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34	Engaging Agency for SOC Services	15	3.3.	Assess the current environment against this baseline on a periodic basis	Number of devices (servers, network devices, security devices, etc.)	e.g. Servers - 50, Databases - 10, Firewalls - 10	Will be provided to L1 Bidder
					Number of applications	e.g. Corporate Website, HR portal	Will be provided to L1 Bidder
					Number of nodes on public network	e.g. approx. 50 public nodes (IP addresses)	Will be provided to L1 Bidder
					Number of nodes on private network	e.g. approx. 200 private nodes (IP addresses)	Will be provided to L1 Bidder
					Number of SSIDs w.r.t each location (Wireless Network)	e.g. 3 SSIDs - Mumbai, 2 SSIDs - Delhi	Will be provided to L1 Bidder
35	Engaging Agency for SOC Services	15	3.3.	The Bidder should perform the Application Security Scans. The team has to report and certify the application go live.	Bidder suggests a hybrid approach for Application Security Assessment involving automated scans from industry leading tools and manual verification of the results. This would reduce the chances of false positives. Hence, minimal risk involved while going live. Please suggest if this would suffice your requirement.	Yes/No & Explanation of the requirement	As mentioned in RFP document
36	Engaging Agency for SOC Services	35	9.1.2	Bidder should maintain a knowledge base of alerts, incidents and mitigation steps and this knowledge base should be updated with evolving security events within and outside NPCI.	is there a requirement for a tool for maintain the knowledge base or can we use the SIEM product itself.	Yes/No & Explanation of the requirement	Bidder has to decide the best approach for NPCI, NPCI will approve the approach taken.
37	Engaging Agency for SOC Services	38	9.1.3	SLA	Security incident detection needs time to analyze the attack. Hence request NPCI to change the clause to	Yes/No & Explanation of the requirement	-
				15 min: Very high priority events	30 min: Very high priority events		As mentioned in RFP document
				30 min: High priority events	45 min: High priority events		As mentioned in RFP document
				60 min: Medium priority events	90 min: Medium priority events		As mentioned in RFP document
38	Engaging Agency for SOC Services	48	9.4	Solution should be a tool based automated solution including the following features	Is it mandatory to provide a tool based solution or the vendor can provide a SAAS based model?	Yes/No & Explanation of the requirement	Bidder can propose security tools to carry out SOC activities. The price for the proposed tools for out rate purchase will not be included in TCO.
39	Engaging Agency for SOC Services	82	3	Bidder should conduct a confirmatory audit to confirm the remediation action that has been taken by relevant operations teams at NPCI	Is confirmatory audit expected after each round of testing? Kindly confirm	Yes/No & Explanation of the requirement	Yes, SOC has to do confirmatory audit.

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40	Engaging Agency for SOC Services	52	9.7	Bidder should prepare the SOC operations for compliance and certification to the standards of ISO 27001, ISO 20000, BS 25999 and PCI DSS	We assume the expectation is to support auditors for need basis actual preparation and readiness and certification is not expected. Please specify if bidder has to quote for certification of ISO 27001, ISO 20000, BS 25999 and PCI DSS	Yes/No & Explanation of the requirement	Bidder has to ensure compliance of SOC operation for the mentioned standards.
41	Engaging Agency for SOC Services	95	Annexure C2	Commercial Format	In the commercial format, the count of number of resources is mentioned as 7. Kindly suggest if the bidder can quote for more resources if required?	Yes/No & Explanation of the requirement	Bidder should quote as per commercial format
42	Engaging Agency for SOC Services	11	Section 1 - BID Schedule and Address	Sr. No 7 - Last date and time for Bid Submission-11-02-2013	Last date and time for Bid Submission-18-02-2013		No change in RFP clause
43	Engaging Agency for SOC Services	15	3.6	SOC Skilled Manpower Requirement:	The RFP in this section specified that the bid is for supply of manpower for 7 resources. But section 8.11 and 9 indicates that the bidder is to provide managed services to NPCI's security systems in Fixed price mode. Please confirm if this is supply of manpower or managed services that is being asked from the bidder		As mentioned in RFP document
44	Engaging Agency for SOC Services	15	3.6	SOC Skilled Manpower Requirement	The manpower details are mentioned in the table, is it only for the SOC monitoring team? Since there are different requirements, Is it an indicative team structure mentioned in the RFP and does it require effort estimation from our side?		Bidder does not require to do effort estimation, The table given in RFP is for SOC monitoring team.
45	Engaging Agency for SOC Services	16	3.6	SOC Skilled Manpower Requirement:	What are the NPCI applicable shift timings. Please provide the exact time (e.g. 1shift is 7:00 AM to 2:00 PM)		Will be provided to L1 Bidder
46	Engaging Agency for SOC Services	16	3.6	SOC Skilled Manpower Requirement:	What are the NPCI working days per week (E.g. Mon to Fri?)		Will be provided to L1 Bidder
47	Engaging Agency for SOC Services	16	3.6	SOC Skilled Manpower Requirement:	Is support required during weekly holidays of NPCI also Or only on call support is required		SOC team is 24x7
48	Engaging Agency for SOC Services	17	4.2 - Eligibility Criteria	Point 4 - Bidder should have experience in SOC management for minimum 3 years in servicing banks financial institutions.	Bidder should have experience in SOC management for minimum 3 years in servicing banks / enterprise / financial institutions.		No change in RFP clause

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49	Engaging Agency for SOC Services	17	4.2 - Eligibility Criteria	Point 5 - Bidder should provide satisfactory performance certificates from two customers to whom the bidder is currently providing SOC services (24*7) for similar requirements, at least 1 year as on 01 January 2013.	Bidder should provide satisfactory performance certificates or undertaking (that can be audited by NPCI at any point in time) from two customers to whom the bidder is currently providing SOC services (24*7) for similar requirements, at least 1 year as on 01 January 2013		No change in RFP clause
50	Engaging Agency for SOC Services			4.2 - Eligibility Criteria Addition		Bidder should have a strong team to address attrition issues. Bidder should have minimum 200 risk management professionals in the country	No change in RFP clause
51	Engaging Agency for SOC Services			4.2 - Eligibility Criteria Addition		Bidder should have offices in Hyderabad and Mumbai.	No change in RFP clause
52	Engaging Agency for SOC Services			4.2 - Eligibility Criteria Addition	Bidder should recommend KPIs for monitoring of key compliance areas and publish dashboard on a fortnightly basis.	Bidder should recommend KPIs for monitoring of key compliance areas and publish dashboard on a fortnightly basis.	No change in RFP clause
53	Engaging Agency for SOC Services			4.2 - Eligibility Criteria Addition	Bidder should have a threat intelligence center that provide real-time vulnerability information to on-site SOC team	Bidder should have a threat intelligence center that provide real-time vulnerability information to on-site SOC team	No change in RFP clause
54	Engaging Agency for SOC Services			4.2 - Eligibility Criteria Addition	Bidder's threat intelligence center i.e. Backed by strong team of security researchers and operate at global level.	Bidder's threat intelligence center i.e. Backed by strong team of security researchers and operate at global level.	No change in RFP clause
55	Engaging Agency for SOC Services		5.6	Bid Prices		We wish to submit that the prices proposed by bidder shall be exclusive of any applicable tax/duties. Further, The benefit/burden of any statutory variation in taxes/duties or new imposition of taxes/duties post the financial bid submission date shall be passed on to the Customer's account.	No change in RFP clause

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56	Engaging Agency for SOC Services	19	5.9	Forfeiture of EMD		Once the Notification of Award is given to the successful bidder, parties will enter into a discussion to finalize the contract. In case the Parties do not reach on an agreement on the terms and conditions and consequently the contract is not signed, neither party will have any liability towards the other. The EMD will not be forfeited in such case. Further, we request deletion of clause 5.9 (d) and (e). The number of days given to the successful bidder to accept the order and deposit the PBG must be revised to give additional time considering the order will be accepted only after mutual discussions an agreement on the terms and conditions. Please clarify.	No change in RFP clause
57	Engaging Agency for SOC Services	19	5.9	Forfeiture of EMD - Point f		We need clarification on this clause. Please understand that our bid will be submitted along with certain deviations to the terms and conditions as stated in the RFP. After the Notification of Award/Purchase Order, the parties must discuss these deviations and arrive on a mutually acceptable position. However, In case the Parties do not reach on an agreement on the terms and conditions and consequently the contract is not signed, neither party will have any liability towards the other. The EMD should not be forfeited in such case.	No change in RFP clause

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58	Engaging Agency for SOC Services	19	5.9	Forfeiture of EMD - Point g		We need clarification on this clause. As per the RFP Performance Bank Guarantee shall be equal to 10 % of the PO value valid for the contract period of the PO. Successful Bidder will submit Performance Bank Guarantee as per NPCI format within 14 days of receipt of the Notification of Award or Purchase Order. PBG should be given only once the Parties have finalized the contract after mutual discussion. In case the Parties do not reach on an agreement on the terms and conditions and consequently the contract is not signed, neither party will have any liability. No PBG will be submitted in that case and the same shall not amount to forfeiture of EMD.	No change in RFP Clause
59	Engaging Agency for SOC Services	27	8.1	Contract		The Contract Agreement entered into between NPCI and Bidder shall be on mutually accepted terms and conditions. As we understand, Contract Agreement will be the final contract to be entered into between the successful bidder and the Customer.	No change in RFP clause
60	Engaging Agency for SOC Services	27	8.5	Signing or Acceptance of contract		Bidder wishes to clarify that any Purchase Order raise pursuant to the awarding of the RFP will not be a part of the binding document between bidder and NPCI.	No change in RFP clause
61	Engaging Agency for SOC Services	27	8.6	Contract Amendments		Any amendment/variation made to the Contract shall be on mutually agreed terms and conditions.	No change in RFP clause
62	Engaging Agency for SOC Services	28	8.8	Taxes and duties		Bidder wishes to clarify that the charges for the services provided under the RFP shall be exclusive of the applicable taxes. The benefit/burden of any statutory variation in taxes/duties or new imposition of taxes/duties post the commercial bid submission date shall be passed on to the Customer's account.	No change in RFP clause

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63	Engaging Agency for SOC Services	28	8.1	Penalty for default in delivery		Bidder wishes to clarify that the penalty for default in delivery shall be levied only If the default is solely and directly attributable to bidder and such penalty shall be the Customer's sole and exclusive remedy for such default. The aggregate penalties for all the defaults under the Contract shall be a maximum of Rs 25,00,000.	In case the SOC services not provided within 1 week from the date of Notification of Award of Contract or Purchase Order or such authorized extension of delivery period as may be permitted in writing by NPCI , penalty would be imposed at a rate of INR 5000/- for every week of delay, subject to a maximum penalty of Rs 25,000.00. If the SOC services are not provided even after five weeks from the date of Notification of Award of Contract or Purchase Order, the Notification of Award of Contract or Purchase Order is liable to be cancelled at the option of NPCI.
64	Engaging Agency for SOC Services	28	8.1	Penalty for Default in Delivery. 1 week deadline for starting the service	We would like to know if this 1 week deadline to start the services could be extendable beyond 1 week without any penalty.		No change in RFP clause
65	Engaging Agency for SOC Services	29	8.12	Payment terms		Bidder intends to propose the following: Invoices are due on receipt and payable within 30 days of date of invoice (Payable Date). In the event payments are not received by the Payable Date, Bidder reserves the right to suspend services and/or levy and collect a late payment fee of 2% per month or part thereof up to the date of receipt of payment by Bidder.	No change in RFP clause
66	Engaging Agency for SOC Services	29	8.13	Price		Bidder wishes to clarify that the prices are based on Scope of the RFP. In an event of changes to the scope of the RFP, then the prices may be accordingly changed after mutual acceptance by both parties.	Scope is clearly defined in The RFP. Hence No change in RFP clause
67	Engaging Agency for SOC Services	29	8.14	Extension of purchase order and repeat order		The extension of the Purchase order shall be on mutually agreed terms and conditions.	No change in RFP clause

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68	Engaging Agency for SOC Services	29	8.15	Confidentiality		Bidder wishes to submit that in the event of Customer receiving or being given access to the Bidder's confidential information the Customer shall have similar confidentiality obligations with respect to such information as does the Bidder with respect to Customer's Confidential Information under this Contract and Bidder shall have the same rights as are available to the Customer under this Contract. Parties Confidentiality obligations shall remain in force for a period of two (2) years from the initial date of disclosure of such Confidential Information	No change in RFP clause
69	Engaging Agency for SOC Services	29	8.17	Compliance of labor law and other law		Bidder wishes to submit that Bidder will only comply with those laws that are applicable to it as an Information technology service provider. Bidder requests the Customer for the deletion of the indemnity clause in this section.	No change in RFP clause
70	Engaging Agency for SOC Services	29	8.18	Replacement of resource (s)		Bidder wishes to submit that the replacement of resources will be done as mutually agreed between NPCI and Bidder.	No change in RFP clause

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71	Engaging Agency for SOC Services	30	8.19	Intellectual Property rights		Bidder wishes to clarify that nothing in this RFP affects the intellectual property rights of the parties that are in existence on or before the Effective Date of this Contract. Bidder will own the copyright in all Materials created under the Agreement ("Bidder Materials"). Bidder grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only) copies of Bidder Materials solely for the purposes for which they were delivered. "Materials" means literary works or other works of authorship such as programs, program listing, programming tools, documentation, reports, drawings, etc. that Bidder may deliver to customer as part of the Services. The term 'Materials' does not include licensed program products available under respective Bidder's license agreements. Please clarify	No change in RFP clause
72	Engaging Agency for SOC Services	30	8.2	Statutory Compliance		Please refer to point 50 above.	No change in RFP clause
73	Engaging Agency for SOC Services	30	8.21	Facilities provided by NPCI		Bidder wishes to submit that such misuse shall be for reason solely and duly attributable to bidder for the NPCI to levy penalties on Bidder and shall be the Customer's sole and exclusive remedy.	No change in RFP clause
74	Engaging Agency for SOC Services	30	8.22	No Damage to NPCI Property		Bidder wishes to submit that such damage shall be for reason solely and duly attributable to bidder for the NPCI to levy penalties on bidder and shall be NPCI's sole and exclusive remedy.	No change in RFP clause

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75	Engaging Agency for SOC Services	30	8.23	indemnity		Bidder shall indemnify NPCI against third parties claims for copyright or patent infringement arising from the use of bidder manufactured products subject to patents/copyrights incorporated in any goods and services offered by them as long as they are unaltered products manufactured and supplied by bidder and bidder is provided with prompt notice of any such claim and is allowed to take sole defense and control of any such claim. I bidder will also indemnify NCPI for death and physical property damage caused by negligence of bidder and for which bidder is legally liable.	No change in RFP clause
76	Engaging Agency for SOC Services	32	8.24	Bidders Liability		Bidder wishes to submit that notwithstanding anything stated to the contrary in the RFP and regardless of the nature of claim, Bidder's aggregate liability for direct damages under this Contract shall not exceed the charges paid by Customer to Bidder for the individual product or service that is the subject of claim (if recurring, twelve months charges apply). This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Bidder is legally liable. The Bidder shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data and third party claims, even if Bidder has been advised of possibility of such damages.	No change in RFP clause
77	Engaging Agency for SOC Services	32	8.25	Liquidated Damages		Bidder requests the deletion of this clause as penalties are already provided for in clause 8.10 and the Bidder's other liabilities is addressed in section 24	No change in RFP clause
78	Engaging Agency for SOC Services	32	8.26	Fraudulent and corrupt practice		Bidder suggests that the rejection of the proposal can be done only if it is proved that IBM indulged in these practices in a competent court of law.	No change in RFP clause

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79	Engaging Agency for SOC Services	32	8.27	Force Majeure		Both the Bidder and NPCI will be excused from all of its obligations (except for payment obligations) under this Contract to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party. If the delay or failure continues for more than thirty (30) days, either party may terminate this Contract in whole or in part, upon notice to the other party.	No change in RFP clause
80	Engaging Agency for SOC Services	33	8.28	Purchase order cancellation		Bidder suggests the deletion of this clause as the Customer already has the right to terminate the Contract for the material breach of the Contract.	No change in RFP clause
81	Engaging Agency for SOC Services	33	8.29	Termination of contract - a) Termination for Convenience		Bidder requests the deletion of this clause.	No change in RFP clause
82	Engaging Agency for SOC Services	33	8.29	b) Termination for insolvency		Bidder requests the deletion of this clause.	No change in RFP clause
83	Engaging Agency for SOC Services	33	8.29	c) Termination for non-performance		Bidder requests that any such termination shall be for material breach of the Contract. Also, upon termination the Customer shall pay Bidder for the products and services delivered upto the effective date of termination.	No change in RFP clause
84	Engaging Agency for SOC Services	38	9.1.3	Deliverables	The SLA hrs mentioned in section 9 are business hours or clock hours?		SLA hrs mentioned in section 9 are clock hours
85	Engaging Agency for SOC Services				What is the current ticket management tool that NPCI has implemented.	We would like to know which ticket management tool is implemented by NPCI. If not currently implemented then has NPCI already procured such application? Or would like the vendor to recommend an appropriate ticket management tool for NPCI to procure	As mentioned in RFP document
86	Engaging Agency for SOC Services	39	9.1.3	Deliverables	What is the current implemented method/device used for detecting internal & external intrusions? What is the deployment schema?		Will be provided to L1 Bidder
87	Engaging Agency for SOC Services	39	9.1.3	Deliverables	Can you provide templates for daily, weekly and monthly reports?		Will be provided to L1 Bidder

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88	Engaging Agency for SOC Services	40	9.2.2	Service Specification	how many security devices would be part of the scope for device management?		Will be provided to L1 Bidder
89	Engaging Agency for SOC Services	42	9.2.2	Service Specification	What is the DLP solution architecture diagram?		Will be provided to L1 Bidder
90	Engaging Agency for SOC Services	42	9.2.2	Service Specification	What is the PIM solution architecture diagram?		Will be provided to L1 Bidder
91	Engaging Agency for SOC Services	42	9.2.2	Service Specification	How is the FIM deployed currently? Can you share the architecture diagram?		Will be provided to L1 Bidder
92	Engaging Agency for SOC Services	43	9.2.2	Service Specification	Do you currently have a user token management procedure?		Will be provided to L1 Bidder
93	Engaging Agency for SOC Services	42	9.2.2	Service Specification	How many LDAP users currently exist in the system?		Will be provided to L1 Bidder
94	Engaging Agency for SOC Services	45	9.3.2	Service Specification	What is the frequency for scanning and configuration assessments currently defined in the asset scope table?		Will be provided to L1 Bidder
95	Engaging Agency for SOC Services	45	9.3.2	Service Specification	How many devices are in scope? What are the types of devices?		Will be provided to L1 Bidder
96	Engaging Agency for SOC Services	49	9.4.2	Service Specification	What is the current web malware scanning tool used by NPCI? What is the deployment model? Can you provide a deployment schematic diagram?		Will be provided to L1 Bidder
97	Engaging Agency for SOC Services	49	9.4.2	Service Specification	How many websites currently mentioned in the asset scope are monitored?		Will be provided to L1 Bidder
98	Engaging Agency for SOC Services	51	9.5	SIEM & Security Tools implementation GAP analysis Services (onetime)	Can you share the schematic diagram of the current SIEM implementation?	After doing gap analysis, which is one time exercise. Identify gaps will be in processes or any new tool, customization etc. please clarify who will do implementation.	Will be provided to L1 Bidder
99	Engaging Agency for SOC Services	51	9.5	SIEM & Security Tools implementation GAP analysis Services (onetime)	Are standard log baselines currently defined for all monitored devices?		Standard log baselines currently defined for all monitored devices.
100	Engaging Agency for SOC Services	51	9.5	SIEM & Security Tools implementation GAP analysis Services (onetime)	How many devices are configured to interlink with SIEM? What are the types of devices?		Will be provided to L1 Bidder
101	Engaging Agency for SOC Services	51	9.5	SIEM & Security Tools implementation GAP analysis Services (onetime)	What is the current log archival mechanism? What is the capacity? How is data backed up?		Will be provided to L1 Bidder
102	Engaging Agency for SOC Services	51	9.6	Reporting	Could you please share the sample template of detailed MIS reports required on a monthly basis?		Will be provided to L1 Bidder

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103	Engaging Agency for SOC Services	52	9.7	Other Requirements	Could you please share the internal and external audits being faced by NPCI currently?		Will be provided to L1 Bidder
104	Engaging Agency for SOC Services	52	9.7	Other Requirements	What are the standards to which NPCI is compliant as of today? Eg:ISO 27001, BS25999, PCI DSS		Will be provided to L1 Bidder
105	Engaging Agency for SOC Services	42	9.2.2	Point No 24.2 - Discover sensitive data by periodically scanning servers and endpoints of NPCI	Are all the servers and endpoints of NPCI integrated with the implemented DLP solution?		GAP assessment service is a part of this RFP
106	Engaging Agency for SOC Services	42	9.2.2	Point No. 24.3 -Design, configure and fine tune DLP policies to protect sensitive data in accordance with NPCI requirements.	Does the current implementation already include the policies required to protect sensitive data?		GAP assessment service is a part of this RFP
107	Engaging Agency for SOC Services	42	9.2.2	Point No. 24.4 -Design and configure DLP reports and dashboard.	Are there any custom reports required from DLP solution?		Will be provided to L1 Bidder
108	Engaging Agency for SOC Services	42	9.2.2	Point No. 25.1 -Conduct role engineering to design the access policies for servers and network devices	Does the current implementation include any role engineering activities? Please elaborate the role of NPCI during role engineering?		GAP assessment service is a part of this RFP
109	Engaging Agency for SOC Services	48	9.4	Section 9 - Malware Monitoring Services	Bidder to provide an online solution for malware scanning for scanning NPCI's web sites	Kindly specify all the URL's or domains which need the Malware monitoring.	Will be provided to L1 Bidder
110	Engaging Agency for SOC Services	28	8.7	Performance Bank Guarantee	Successful Bidder will submit Performance Bank Guarantee Within 14 days of receipt of Notification of Award or Purchase Order.	Performance Agreement will be provided but after formal agreement sign-up between NPCI and the Bidder, and mutual discussion.	No change in RFP clause
111	Engaging Agency for SOC Services	28	8.9	Delivery Schedule	Within 1 week from the date of Award of Contract or PO.	Delivery time-period to be increased to 4-6 weeks, as the project involves re-source deployment.	No change in RFP clause
112	Engaging Agency for SOC Services	28	8.12	Payment Terms	Payment shall be released against invoice submitted in arrears for actual resource deployed, suitably attested by NPCI.	Minimum number of resources to remain unchanged for the duration of a year. Increase and decrease, over and above the number of minimum resources, can be made, the payment for which will be made in pro-rata bases. Selected vendor and NPCI to establish minimum number of resources annually for the duration of the contract.	No change in RFP clause

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113	Engaging Agency for SOC Services	20	5.13	Signing of Bid	The Bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder.	Can a Authorized Signatory of the company, holding Power of Attorney, appoint a person or persons, to sign all Bid related documents, by providing a Authorization letter. Power of attorney of the Authorized Signatory will be submitted.	No change in RFP clause
114	Engaging Agency for SOC Services					please consider extending the submission date by a few days, preferably 15 th Feb'2013	No change in RFP clause
115	Engaging Agency for SOC Services	14	3.3 b	Vulnerability Management Services	Conduct VAPT and Application Security tests as in when required.	1. Total no. of internal & external IP addresses for VAPT? 2. What will be frequency for VAPT? 3. Is there any tool / solution implemented by NPCI for automated VAPT scanning and reporting? If yes, kindly provide the detail. If No, will NPCI procure the tool?	1. Will be share with L1 Bidder 2. As and when require by NPCI 3. No
116	Engaging Agency for SOC Services	38	9.1.2 (23)	Section 9 - Detailed Technical Specification	Bidder should provide incident tracking and management solution	As per our understanding bidder is expected to provide services only, tool required will be provided by NPCI, kindly confirm.	Pls refer point 28
117	Engaging Agency for SOC Services	48	9.4	Malware Monitoring Services: Bidder should provide an online solution for malware scanning for scanning NPCI's web sites.	1. Total no. of website/ web applications are to be covered in scope. 2. Is there any tool / solution deployed by NPCI for malware monitoring? If yes, kindly provide the details. If no, will NPCI procure the tool?	1. Do we need to provide the tool along with services ?	Pls refer point 28
118	Engaging Agency for SOC Services	51	9.5	SIEM & Security Tools implementation GAP analysis Services (onetime)	SIEM & Security Tools implementation GAP analysis Services (onetime)	1. Kindly provide details of SIEM tool and its modules implemented by NPCI. 2. Provide us details of any other security tool implemented by NPCI (OEM/Product name & Modules)	Pls refer point 14
119	Engaging Agency for SOC Services	52	9.7 (1)	Other Requirements	Selected Bidder should conduct security training (not certification training) for NPCI's nominated persons once in six months for maximum of 10 participants per session.	As per our understanding training is to be provided by onsite L2 engineer & location of training would be same as location SOC engineers would be located. Kindly confirm.	Trainer should expertise in SOC areas and provide training to any NPCI location