Department of Information Technology

Request for Proposal (RFP) for Supply, Delivery, Installation and Maintenance of Network Devices
RFP Ref. No: DIT/BPR & BTD/OA/4412/2019-20 Date: 02/12/2019
Amendments, Addendums and Corrigendum's

3 .ELIGIBILITY CRITERIA (Part-I)

	Existing Clause	
SL. No.	**Eligibility Criteria**	**(Proof of Documents required /must be submitted)**
4	The bidder must have supplied, implemented and maintaining/maintained proposed OEM's SDN / SDN ready Data Centre Fabric of minimum 2 Spine switches & 8 Leaf switches, VPN Concentrator, Firewall and L3 Switches in minimum 2 organisations out of PSBs / Private Sector Banks/ BSE / NPCI / RBI in India.	Purchase order in name of bidder And execution/installation certificate from existing customer(s).
11 (New Clause added)	The proposed OEM product SDN / SDN ready Data Centre Fabric of Spine switches & Leaf switches, VPN Concentrator, Firewall and L3 Switches should be running as on RFP date in minimum 1 organizations out of PSBs / Private Sector Banks/ BSE / NPCI / RBI/ PSUs/State data centers in India.	Purchase order in name of bidder And execution/installation certificate from existing customer(s) to be submitted
	Modified Clause	
SL. No.	**Eligibility Criteria**	**(Proof of Documents required /must be submitted)**
4	The bidder must have supplied, implemented and maintaining / maintained SDN / SDN ready Data Centre Fabric of minimum 2 Spine switches & 8 Leaf switches, **VPN Concentrator/Firewall** and L3 Switches in minimum 2 organizations out of Public Sector Banks / Private Sector Banks/ BSE / NPCI / RBI/ PSUs/State data centers/**RRBs through sponsored Bank/ Payment Bank** in India.	Purchase order in name of bidder And execution/installation certificate from existing customer(s) to be submitted.
11 (New Clause added)	The proposed OEM product SDN / SDN ready Data Centre Fabric of Spine switches & Leaf switches, VPN Concentrator, Firewall and L3 Switches should be running as on RFP date in minimum 1 organizations out of Public Sector Banks/ Private Sector Banks/ BSE / NPCI / RBI/ PSUs/State data centers in India.	Purchase order in name of bidder/ **OEM/ OEM Authorised partner** And execution /installation certificate from existing customer(s) to be submitted

Scope of the Work (Part-IV)

Clause No	Existing Clause	Modified Clause
Page 34 Spine Switch Clause- (I)	Each Switch should have minimum 32 nos. of ports along with fiber SFPs module. Fiber ports should support 10G/40G/100G port capacity. Same slots of switches should also be compatible for copper based SFPs which should support 100M/1000M port capacity. Switch should work in High Availability (HA) Active-Active mode	Each Switch should have minimum 32 nos. of ports along with fiber SFPs module. Fiber ports should support 40G/100G port capacity. Same slots of switches should also be compatible for copper based SFPs which should support 100M/1000M port capacity. Switch should work in High Availability (HA) Active-Active mode

TECHNICAL REQUIREMENTS OF L3 SWITCH

Clause No	Existing Clause	Modified Clause
Page 105 Clause-11	Must support Layer2 Ping and Layer 2 Traceroute for connectivity and Fault Management Must support multicast Traceroute.	Must support Layer2/Layer3 Ping and Layer 2/Layer3 Traceroute for connectivity and Fault Management Must support multicast Traceroute.

2 PAIR OF CORE FIREWALL (Type 1) TECHNICAL REQUIREMENTS AT DC & DR

Clause No	Existing Clause	Modified Clause
Page 119 Clause-76	The detection engine must be capable of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, zero -day threats, etc.)which require license for cloud sandboxing feature with hash only	The detection engine must be capable of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, zero -day threats, etc.).

3 PAIR OF INTERNET & EXTRANET FACING FIREWALL (Type-2) TECHNICAL REQUIREMENTS AT DC & DR

Clause No	Existing Clause	Modified Clause
Page 129 Clause-77	The detection engine must be capable of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, zero -day threats, etc.)which require license for cloud sandboxing feature with hash only	The detection engine must be capable of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, zero -day threats, etc.).

13. INDEMNITY

Existing Clause	Modified Clause

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
 	
   i.   an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
   ii.   breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
   iii.   use of the deliverables and or services provided by the Vendor,
   iv.   Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
 	
Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
 	
   i.   the Bank notify the vendor in writing immediately on becoming aware of such claim,
   ii.   the Vendor has sole control of defence and all related settlement negotiations,
   iii.   the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
   iv.   The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.
 	
It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights,
	Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
	
	   i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
	   ii. breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
	   iii. use of the deliverables and or services provided by the Vendor,
	   iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
	
	Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
	
	   i. the Bank notify the vendor in writing immediately on becoming aware of such claim,
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	   iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
	   iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.
	
	It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or

interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

> - Non-compliance of the vendor with Laws / Governmental Requirements
> - IP infringement
> - Negligence and misconduct of the Vendor, its employees, and agents
> - Breach of any terms of RFP, Representation or Warranty
> - Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

i. Any loss of profits, revenue, contracts, or anticipated savings or
ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

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> - IP infringement
> - Negligence and misconduct of the Vendor, its employees, and agents
> - Breach of any terms of RFP, Representation or Warranty
> - Act or omission in performance of service.

Further,

I. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP 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 Total Contract Value.

II. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited

III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

IV. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

	V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The vendor shall not indemnify the Bank for i. Any loss of profits, revenue, contracts, or anticipated savings or ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.