

**Response to Pre-bid Queries received through Email upto 25.01.2024 against RFP Notice No. KCCB/VAPT/ISD/2024/01 for VAPT:**

Sr. No.	RFP Clause	Requested Change	Response	Amendments in RFP Clause
1	Specific Criteria 5.2(i)	The bidder must be CERT-In empanelled security auditor organisation as on 31 October 2023/ should have already applied for the CERT-In empanelment	Not Accepted	No Change in clause 5.2 (i)
2	Specific Criteria 5.2(ii)	The bidder should have experience of VAPT, ethical hacking and risk assessment for at least 3 Banks or Financial Institutions (Both Public and Pvt and any cooperative bank)with a network of minimum of 100 branches each/ Large Enterprise/ Govt/ PSU in India/ Global in the last 3 years in succession viz. financial year ending 31st March 2021, 2022 & 2023. (Statement of such tests conducted in relevant areas to be enclosed.).	Not Accepted	No Change in clause 5.2 (ii)
3	Specific Criteria 5.2(iii)	Kindly clarify whether the resources are required to have experience in all the domains specified?	Prospective bidder should have experts with one or more domains.	No Change in clause 5.2 (iii)
4	Specific Criteria 5.2(iv)	The Bidder should have professionals with any of the international accreditation like CISA (Offered by ISACA, USA), CISSP (Certified Information System Security Professional), CCNA (CISCO Certified Network Associate), CEH, CISM, MCSE, CCIE and ISO27001 certified lead auditors employed with them since the last 1 years. The CVs of the professionals to be submitted along with the bid.	Partially Accepted	The Bidder should have professionals with any of the international accreditation like CISA (Offered by ISACA, USA), CISSP (Certified Information System Security Professional), CCNA (CISCO Certified Network Associate), CEH, CISM, MCSE, CCIE and ISO27001 and employed with bidder since the last 3 years. The CVs of the professionals to be submitted along with the bid.
5	Indemnity RFP Clause 6.10	Tenderer shall indemnify and hold harmless the bidder 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 Bidder.	Not Accepted	No Change in clause 6.10.
6	Limitation of the Bidder's Liability towards the Purchaser  RFP Clause 6.13 , Limitation of Liability	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, 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. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, 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.	Not Accepted	No Change in clause 6.13.

7	Non-Solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	Accepted. Clause 6.17 added in RFP	<b>Clause 6.17:</b> Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.
8	Force Majeure  RFP Clause 6.14 - Force Majeure During the Pendency	<p>1). Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2). For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3). Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4). In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p> <p>5). Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	Partially Accepted  Not Accepted	<b>Clause 6.14:</b> During the pendency of the contract if the performance in whole or part thereof by either party is prevented / delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after resumption of normalcy. Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
9	Termination Convenience  RFP Clause 6.9- Termination	<p>for 1 ) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder up to and including the effective date of the termination of this Agreement.</p> <p>2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time.</p> <p>3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case:</p>	Not Accepted	No Change in clause 6.9.

		<p>a) Its invoices are not paid on time</p> <p>b) If Tenderer fails to comply with the terms of agreement</p>		
10	Retention of copies	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	Not Accepted	
11	Non-Exclusivity	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.	Not Accepted	