

Corrigendum - 1 dated 20th Sep, 2021
Tender Reference Number: Tender Reference Number: CO:DIT:PUR:2021-22:336
Request for Proposal
for
Empanelment of IT and Cyber Security
DEPARTMENT OF INFORMATION TECHNOLOGY ,1st floor, Central Bank of India, Central Office,
Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614

Sl. No.	Page No of RFP	Clause No./ Page No.	Existing Clause	Bidder's Comments	Bidder's request	Bank Response
1	48, 57	ELIGIBILITY CRITERIA Clause no. 1	The bidder should be a registered company/partnership firm / LLP (Limited Liability Partnership Act 2008) in India and should be in existence for minimum of Five years as on the date of RFP and should be empanelled by Cert-In as on last date of submission of RFP.	The bidder should be a registered company /partnership firm / LLP (Limited Liability Partnership Act 2008) in India and should be in existence for minimum of Three years as on the date of RFP. Kindly delete: "and should be empanelled by Cert-In as on last date of submission of RFP".	Change	RFP clause stands as it is.
2	48	ELIGIBILITY CRITERIA Clause no. 4	The Bidder should have experience & expertise in handling Assignments / Services related to services mentioned in Broad Scope of Work of the RFP, in India for BFSI Sectors from 2017 onwards.	The Bidder should have experience & expertise in handling Assignments / Services related to services mentioned in Broad Scope of Work of the RFP, in India for BFSI Sectors / other Govt. Sectors from 2017 onwards.	Change	RFP Clause stands amended as : The Bidder should have experience & expertise in handling Assignments / Services related to services mentioned in Broad Scope of Work of the RFP, in India for BFSI sectors / other Govt organisation from 2017 onwards.
3	48	ELIGIBILITY CRITERIA Clause no. 5,	Bidder must have carried out Minimum One Information Security and/or IS Audit related Assignments in BFSI during the last Financial year i.e. on or after 01.04.2019.	Please add the below line in the clause: In accordance with the Ministry of Finance Office memorandum No F 20/2/2014 PPD (Pt) dated 25th July 2016 the institute may relax condition of prior prior experiences for Startups and MSMEs subject to meeting of quality and technical specifications.	Change	RFP clause stands as it is.
4	48	ELIGIBILITY CRITERIA Clause no. 6,	The Bidder should have a minimum one each of CISA, CISSP, CEH certification holder as permanent employee in their organization. In addition to this, Bidder should also have minimum three staff with any of the following qualifications / Certifications. i. CISM ii. CCNA / CCNP iii. CHFI iv. GIAC, v. CRISC vi. ECSA,vii. Offensive Security Certified Professional viii. ECIH Please note that person holding multiple certificates shall be counted once only.	We are a leading Startup system integration company formed in the year 2017 and are serving various Central Govt. Ministries / Dept. and educational institutions pan India. We request you to please allow relaxation to this clause for Startup bidders.	Change	RFP clause stands as it is.
5	57	ELIGIBILITY COMPLIANCE Clause no. 2	The bidder should be empanelled by CERT-IN as on last date of submission of RFP	Kindly delete this clause.	Change	RFP clause stands as it is.
6	57	ELIGIBILITY COMPLIANCE Clause no. 5	The Bidder should have experience & expertise in handling Assignments / Services related to services as mentioned in RFP in India of BFSI Sectors from 2017 onwards.	The Bidder should have experience & expertise in handling Assignments / Services related to services as mentioned in RFP in India of BFSI Sectors other Govt. Sectors from 2017 onwards.	change	RFP clause stands amended as : The Bidder should have experience & expertise in handling Assignments / Services related to services as mentioned in RFP in India of BFSI/ other Govt organisation from 2017 onwards.
7	58	ELIGIBILITY COMPLIANCE Clause no. 8	The Bidder should have a minimum one each of CISA, CISSP, CEH certification holder as permanent employee in their organization. In addition to this, Bidder should also have minimum six staff with any of the following qualifications / Certifications. i. CISM ii. CCNA / CCNP iii. CHFI iv. GIAC, v. CRISC vi. ECSA,vii. Offensive Security Certified Professional viii. ECIH	We are a leading Startup system integration company formed in the year 2017 and are serving various Central Govt. Ministries / Dept. and educational institutions pan India. We request you to please allow relaxation to this clause for Startup bidders.	change	RFP clause stands as it is.

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8	67	Technical Bid Evaluation Sr No.1	Turnover of the bidder- minimum annual turnover of Rs.10 Crores in the last three financial years (i.e. 2017-18, 2018-19 and 2019-20) (For scoring purpose, average of three years turnover will be considered) More than 200 Crore : 20 Marks 101-200 Crore Turnover : 15 marks 51-100 Crore Turnover : 10 marks 10-50 Crore Turnover : 5 marks (Minimum required marks -5)		Waiver	RFP clause stands as it is.
9	9	Project Location		Can we get VPN connectivity to perform remote assessment due to Covid-19 situation?	Query	In case of emergency remote access can be provided within Bank's network / intranet
10	11	Service type : 2.1		Is retest in scope? If yes, please let us know the maximum number of retests to be performed.	Query	Will be shared during the actual requirement of services.
11	11	2.1.1 Vulnerability Assessment and Penetration Testing		1. What would be the total number of Operating Systems, Web Servers, Application Servers, Network Devices, and Security Devices. 2. Is firewall rule-based review activity required? If yes, please provide average count of firewall rules in each firewall. 3. Need to know whether PT and configuration review can be done on a sampling basis.	Query	Will be shared during the actual requirement of services.
12	11	2.1.3 Web and Application Security		1. How many applications are in scope for web and application security. 2. Number of static and dynamic pages in each application. 3. How many types of privileges or roles are available for each application. 4. Does it include mobile applications as well? If yes, how many mobile applications? 5. Are there any web services and API's to be covered in web and application security? If yes, please provide number of API's / web services to be considered.	Query	Will be shared during the actual requirement of services.
13	12	2.1.7 Code Review		1. Total number of applications where Source Code Review to be conducted? 2. The average count of code lines (LOC) and the coding languages used across each application.	Query	Will be shared during the actual requirement of services.
14	67	Technical Bid Evaluation Sr No 2	Total Number of Assignment carried out in BFSI/ PSU / Govt. / Major Corporates related Information Technology/Information Security/ Cyber Security Activities in India after 01.04.2017 as declared in Annexure – 3 to be submitted by the bidder. One mark per assignment /purchase Order [Max 5 marks for same/similar activity] for different activities in different organization.	1. If a single PO of an organization contains 5 activities, it would be counted as 1 mark or 5 marks. 2. If there are 2 PO's of an organization containing same 5 activities in both, what would be the marks scored in this scenario.	Query	Technical evaluation will be based on documents submitted by bidders.
15	27	3.15 Bid Security	The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft / BG favoring "Central Bank of India" by a Scheduled Commercial Bank (other than Central Bank of India) located in India.	Kindly clarify if Bid security money can be paid via NEFT.	Query	Bidders can pay the Bid Security amount through NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration "Tender ref no - CO:DIT:PUR:2021-22:336 "- Refer Page 7 of RFP.

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16	13	2.2 Required Skill Set,	The bidder should provide requisite report including dashboard etc for all Regulatory / Compliance and Security requirements.	Please clarify what is expected here from the bidder	Query	The bidder should provide requisite report including dashboard etc for all Regulatory / Compliance and Security requirements wherever required / applicable
17	13	2.2 Required Skill Set	The bidder should provide requisite report including dashboard etc for all Regulatory / Compliance and Security requirements.	We understand that any tools used for dashboard reporting would be provided by the Bank, and bidder will have no onus of procurement. Kindly confirm if the understanding is correct.	Query	Any tools used for dashboard reporting would be provided by vendor as a part of services based on the requirement.
18	27	3.15 Bid Security	Bid Security / Earnest Money Deposit	Please confirm if EMD/Bid Security is refundable or not.	Query	Refer clause 3.15 of RFP, page no.27
19	75	Annexure 14, Non Disclosure Agreement	Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.	We request you to kindly remove this clause.	omission	RFP clause stands as it is.
20	75	Annexure 14, Non Disclosure Agreement		We shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein	Query	Bidder has to abide with Bank's confidentiality and NDA clauses.
21	75	Annexure 14, Non Disclosure Agreement		The services hereunder, are not intended to be an audit, certification, examination, attestation, special report or agreed-upon procedures. Kindly Confirm	Query	Please refer mandatory and optional services as per "Broad scope of work", page no.10.
22	75	Annexure 14, Non Disclosure Agreement, 4.8 Confidentiality, 3.12 Confidentiality		Survival of Confidentiality Obligations: 5th paragraph of Clause 4.8 (Page 32) of the RFP provides that the confidentiality obligations contained under Clause 4.8 will survive for period of 2 years post termination of contract. However, last bullet point of Clause 4.8 on Page 34 provides that confidentiality obligations will survive in perpetuity. Please restrict the survival of confidentiality obligations to 2 years from date of termination of contract for purpose of this RFP	omission / error	RFP Clause stands changed as below : Information disclosed pursuant to this clause will be subject to confidentiality.
23	6	1.1 Invitation of Tender Offer	Last Date and Time for receipts of tender offers	Please extend the bid submission date by atleast 2 weeks.	suggestion	RFP Clause stands changed to : Last Date and Time for receipts of tender offers : 4th October, 2021 15:00 Hrs
24	6	1.1 Invitation of Tender Offer	Time & Date of Opening of technical bids	Please extend the bid submission date by atleast 2 weeks.	suggestion	RFP Clause stands changed to : Time & Date of Opening of technical bids : 4th October, 2021 15:30 Hrs
25	13	2.2, Required Skill set	The bidder will be expected to provide helpdesk-voice / email / portal based support for some of the services as desired by the Bank. This should include escalation matrix. The availability of this service should be commensurate with the type of service like 24*7 log monitoring.	Kindly provide clarification on services which would entail such support.	Query	The mentioned support will be informed based on the actual requirement of the services which will be part of detailed scope.
26	13	2.2, Required Skill set	The bidder will be expected to provide helpdesk-voice / email / portal based support for some of the services as desired by the Bank. This should include escalation matrix. The availability of this service should be commensurate with the type of service like 24*7 log monitoring.	Kindly confirm if this clause will impact eligibility.	Query	The mentioned support will be informed based on the actual requirement of the services which will be part of detailed scope.

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27	14	2.3, Penalty	For example, if the selected bidder is not able to complete tasks and deliverables mentioned in the broad scope of work above, during the course of the given timeline, and takes 21 days further to complete the project, the penalty charged will be 3% of the final value of the contract (excluding the taxes).	You are requested to kindly remove this clause.	omission	RFP clause stands as it is.
28	71	Annx. 10, Technical Bid format Clause no.14	1. Estimated work plan and time schedules for providing services for this assignment. 2. Effort estimate and elapsed time are to be furnished. 3. Details of inputs, infrastructure requirements required by	Kindly provide clarification on the expectation in these requirement.	Query	Details to be provided by bidder for mentioned services
29	41	4.20 OTHER GENERAL CONDITIONS NDA / Integrity Pact		a) Is NDA to be submitted along with Bid or after empanelment b) If yes, whether the same has to be on plain paper / letter head / stamp paper c) Instead of stamp paper can it be done through e-challan which is https://gras.mahakosh.gov.in/echallan/	Query	a) The successful Bidder should execute the SLA and NDA as per format of the Bank within one month from the date of acceptance of Letter of Appointment. Refer page 41 of RFP b) Yes, it has to be on stamp paper of Rs. 500/- c) It is required on stamp paper only.
30	43	4.27 PERFORMANCE BANK GUARANTEE	The successful Bidder should provide a performance Bank guarantee for the contract period and additional 12 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank (other than Central Bank of India) in the format specified by the Bank within 30 days from the date of purchase order.	As per Office Memorandum by Ministry of Finance No. F.9/4/2020-PPD dated 12-11-2020, the Performance Security should be 3% of value of contract.	suggestion	RFP clause stands changed to : The successful Bidder should provide a performance Bank guarantee for the contract period and additional 12 months for an amount equivalent to 3% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank (other than Central Bank of India) in the format specified by the Bank within 30 days from the date of purchase order.
31	57	Eligibility Criteria Clause 3	The bidder should have minimum annual turnover of Rs.10 Crores during each of the last three financial years (i.e. 2017-18 & 2018-19 and 2019-20)	The RFP is for IT and Cyber Security Service Provider and hence only relevant turnover should be considered and not turnover from other business. Hence, we request to modify this clause as under: The bidder should have minimum annual turnover of Rs.10 Crores during each of the last three financial years (i.e. 2017-18 & 2018-19 and 2019-20) from IT Audit / IT Security Services/ Cyber Security Services	waiver	The RFP Clause stands as it is

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32	58	6 ELIGIBILITY CRITERIA page 58 – Sr no. 8	6. The Bidder should have a minimum one each of CISA, CISSP, CEH certification holder as permanent employee in their organization. In addition to this, Bidder should also have minimum six staff with any of the following qualifications / Certifications. i. CISM ii. CCNA / CCNP iii. CHFI iv. GIAC v. CRISC vi. ECSA vii. Offensive Security Certified Professional viii. ECIH	Where as in Page 58 it said that The Bidder should have minimum one each of CISA, CISSP, CEH certification holder as permanent employees in their organization. In addition to this, Bidder should also have minimum SIX staff with any of the following qualifications / Certifications. I. CISM II. CCNA / CCNP III. CHFI IV. GIAC V. CRISC VI. ECSA VII. Offensive Security Certified Professional VIII. ECIH We assume it is a typographical error and the same is "three" instead of "Six". Request you to amend the same to "three"	error	The RFP Clause stands changed as : The Bidder should have minimum one each of CISA, CISSP, CEH certification holder as permanent employees in their organization. In addition to this, Bidder should also have minimum three staff with any of the following qualifications / Certifications. I. CISM II. CCNA / CCNP III. CHFI IV. GIAC V. CRISC VI. ECSA VII. Offensive Security Certified Professional VIII. ECIH
33	67	Technical Bid Evaluation: Page 67- Point 1	Turnover of the bidder- minimum annual turnover of Rs.10 Crores in the last three financial years (i.e. 2017-18, 2018-19 and 2019-20) (For scoring purpose, average of three years turnover will be considered) More than 200 Crore : 20 Marks 101-200 Crore Turnover : 15 marks 51-100 Crore Turnover : 10 marks 10-50 Crore Turnover : 5 marks (Minimum required marks -5)	The turnover clause may favour big companies which are having turnover from other activities such as hardware, software etc. and not relevant to the present RFP. Hence, we recommend that turnover from only IT Audit / IT Security Services / Cyber Security Services should be considered which is relevant to the present RFP as under: The clause may be suitably modified as under: Turnover from only IT Audit / IT Security Services/ Cyber Security Services; 5 to 10 Crores – 10 marks Above 10 Crores – 20 marks	Change	The RFP Clause stands as it is
34	67		Total Number of Assignment carried out in BFSI/ PSU / Govt. / Major Corporates related Information Technology/Information Security/ Cyber Security Activities in India after 01.04.2017 as declared in Annexure – 3 to be submitted by the bidder. One mark per assignment /purchase Order [Max 5 marks for same/similar activity] for different activities in different organization.	Annexure 3 is Eligibility Criteria. Kindly inform us which Annexure and activities are being referred to.	Query	It refers to clause no. 5 of Annexure-3

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35	68	Technical Bid evaluation	Total No. of Skilled Employees / Resources available as per the enclosed list of Employees with their Credentials / Certifications related to Information Technology/Information Security/ Cyber Security Activities given in the Annexure 6. More than 100 Employees – 20 Marks 51 to 100 Employees --15 Marks 26 to 50 Employees -- 10 Marks 10 to 25 Employees -- 5 Marks	We request you to modify the same as under: More than 50 Employees – 20 Marks 26 to 50 Employees --15 Marks 11 to 25 Employees -- 10 Marks < 10 Employees -- 5 Marks	Change	RFP clause stands as it is.
36	48	Existing Clause - 6 ELIGIBILITY CRITERIA	: The bidder should have minimum annual turnover of Rs. 10 crores during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20).	Kindly reduce the annual turnover criteria with respect of scope of work / estimated cost of the projects. We MSME Company and hereby request to keep it INR ONE CRORE.	Change	RFP clause stands as it is.
37	57	Annex ure 3, Point 2	The bidder should be empanelled by CERT-IN as on last date of submission of RFP	We suggest to remove this clause as renewal of our certification process is delayed due to COVID-19.	Deviation	RFP clause stands as it is.
38	14	2.3	Penalty	The proposed rate of penalty for non-compliance would be 0.5% 1% of the value of the contract per completed week post the completion of given timeline of the project or & shall be maximum of 5%-10% of the total cost of the Purchase Order from the finalized Bidder for the Bank.	Deviation	RFP clause stands as it is.
39	24	3.12	Confidentiality	Confidentiality obligations to be made mutual	Deviation	RFP clause stands as it is.
40	25	3.12	"Confidential Information" means any and all information that is or has been received by the successful Bidder ("Receiving Party") from the Bank ("Disclosing Party")	Clause to be modifies as follows: "Confidential Information" means any and all non-public, proprietary information that is or has been received by the successful Bidder ("Receiving Party") from the Bank ("Disclosing Party"))	Deviation	RFP clause stands as it is.
41	25		Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the Bidder.	Clause to be modifies as follows: Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials intellectual property and associated rights, personal data that may be shared by the Disclosing Party Bank with the Bidder.	Deviation	RFP clause stands as it is.
42	26		The confidentiality obligations shall survive the expiry or termination of the agreement between the Service Provider and the Bank	Clause to be modifies as follows: The confidentiality obligations shall survive for a period of 2 years post the expiry or termination of the agreement between the Service Provider and the Bank	Deviation	RFP clause stands as it is.
43			Confidentiality	Clauses to be read in line with the modifications made in NDA	Deviation	RFP clause stands as it is.
44	27	4.1	The Bidder shall procure and provide a non-exclusive, nontransferable, perpetual license to the Bank for all the software to be provided as a part of this project.	Business to clarify if we are issuing a perpetual license to all the software or would it be only for the duration of the contract.	Clarification	As mentioned in RFP clause empanelment vendor to provide perpetual license at the time of actual requirement of services wherever applicable.

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45	28	4.2 Insurance		In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all-risk insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall furnish to the Bank prior to the commencement of the supply of security and server virtualization equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees. The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers. The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause. The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India Bidder as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are delivered accepted and the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: - Initiate and pursue claim till settlement and - Promptly make arrangements for repair and / or replacement of any damaged item irrespective of post settlement of claim by the underwriters.-	Deviation	RFP clause stands as it is.
46	29	4.4	Bidder shall indemnify, protect and save the Bank and hold the Bank	Clause to be modifies as follows:	Deviation	RFP clause stands as it is.

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			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 Bidder, 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 Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, 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 notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder 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 unless and until justified by authority of the Bank or under due process of law or order of the court. It is clarified that the Bidder 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's (and/or its customers and users) rights, interest and reputation.	Clause to be modifies as follows: Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all direct, actual and proven claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an negligent act or wilful omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) material breach of any of the terms of this RFP or material breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any direct, actual and proven loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any direct, actual and proven loss or damage due to Bidder's default arising out of loss of data, claims of infringement of thirdparty 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 notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder 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 unless and until justified by authority of the Bank or under due process of law or order of the court. It is clarified that the Bidder 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's (and/or its customers and users) rights, interest and reputation		
47	30		Further, since the Bank's data could be integrated/used under Bidder provided facilities / tools, the Bidder should be responsible for loss/compromise or damage to Bank's data.	Further, since the Bank's data could be integrated/used under Bidder provided facilities / tools, the Bidder should be responsible for loss/compromise or damage to Bank's data to the extent attributable to bidder's default.	Deviation	RFP clause stands as it is.
48	30		The Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: • Non-compliance of the Bidder with Laws / Governmental Requirements IP infringement • Negligence and misconduct of the Bidder, its employees, and agents Breach of any terms of RFP, Representation or Warranty Act or omission in performance of service.	The Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against actual, direct and proven claims, losses, and liabilities arising from: • Non-compliance of the Bidder with Laws / Governmental Requirements to the extent it affects the services provided under this RFP IP infringement • Gross Negligence and wilful misconduct of the Bidder, its employees, and agents Material Breach of any terms of RFP, Representation or Warranty Act or wilful omission in performance of service.	Deviation	RFP clause stands as it is.

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Sl. No.	Page No of RFP	Clause No./ Page No.	Existing Clause	Bidder's Comments	Bidder's request	Bank Response
49	30		Indemnity would be limited to damages as claimed by the Bank, and in case of refusal of bidder to pay as claimed by bank, as decided by the arbitration award and shall exclude indirect, consequential and incidental damages, However, the successful bidders liability to indemnify the bank in case of claims against the bank resulting from misconduct or gross negligence of the successful bidder, its employees and sub-contractors from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations, shall be on actuals basis without any limit. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities	Indemnity would be limited to damages as claimed by the Bank and subject to the terms and conditions mentioned in this RFP, and in case of refusal of bidder to pay as claimed by bank, as decided by the arbitration award and shall exclude indirect, consequential and incidental damages, However, the successful bidders liability to indemnify the bank in case of claims against the bank resulting from misconduct or gross negligence of the successful bidder, its employees and sub-contractors from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations, shall be on actuals basis without any limit. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of direct, actual and proven claims made by its customers and/or regulatory authorities as agreed under this RFP.	Deviation	RFP clause stands as it is.
50	30		The Bidder shall not indemnify the Bank for • Any loss of profits, revenue, contracts, or anticipated savings or • Any consequential or indirect loss or damage however caused, provided that the claims against/by customers and users of the Bank would be considered as a "direct" claim	The Bidder shall not indemnify the Bank for • Any loss of profits, revenue, contracts, or anticipated savings or • Any consequential or indirect loss or damage however caused, provided that the claims against/by customers and users of the Bank would be considered as a "direct" claim	Deviation	RFP clause stands as it is.
51	32	4.8	Confidentiality	Modification suggested in NDA	Deviation	No details provided for this query
52	34	4.9	The Successful Bidder'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 or otherwise), shall be at actuals and limited to the value of the contract	"The Successful Bidder'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 or otherwise), shall be maximum at 5% of the Annual Contract Value actuals and limited to the amount received by Bidder value of the contract. "	Deviation	RFP clause stands as it is.
53			The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect and incidental or consequential damages or liability, under or in connection with or arising out of this tender or subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against/by customers and users of the Bank would be considered as a direct claim.	The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect and incidental or consequential damages or liability, under or in connection with or arising out of this tender or subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against/by customers and users of the Bank would be considered as a direct claim.	Deviation	RFP clause stands as it is.

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Sl. No.	Page No of RFP	Clause No./ Page No.	Existing Clause	Bidder's Comments	Bidder's request	Bank Response
54	35	4.11	If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's 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.	If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days at the earliest possible opportunity. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's 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	Deviation	RFP clause stands as it is.
55			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, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above the decision of the Bank shall be final and binding on the Bidder regarding whether the event so claimed by the bidder is a force majeure event or not. However, financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed. Further, mere existence of the force majeure situation, for example a pandemic situation, by itself is not sufficient to excuse the performance unless such situation actually makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority.	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, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above the decision of the Bank shall be final and binding on the Bidder regarding whether the event so claimed by the bidder is a force majeure event or not. However, financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed. Further, mere existence of the force majeure situation, for example a pandemic situation, by itself is not sufficient to excuse the performance unless such situation actually makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority.	Deviation	RFP clause stands as it is.
56	36	4.12	Notwithstanding the existence of the a dispute and/or commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily as per satisfaction of the Bank.	Notwithstanding the existence of the a dispute and/or commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided the arbitration proceedings are not arising out of default in payments by the Bank and that all products and services are serving satisfactorily as per satisfaction of the Bank in terms of the RFP.	Deviation	RFP clause stands as it is.

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57	36		The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this RFP and subsequent Agreement(including Purchase Order/s).	The bidder parties acknowledges that if they bidder fails to comply with any of its confidentiality obligations hereunder, if Bank the other party suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the aggrieved party Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this RFP and subsequent Agreement(including Purchase Order/s).	Deviation	RFP clause stands as it is.
58	37		Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract.	Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract provided the arbitration proceedings are not arising out of default in payments by the Bank.	Deviation	RFP clause stands as it is.
59	38	4.17	Violation of Terms	Clause to be deleted	Deviation	RFP clause stands as it is.
60	38	4.18		Termination for convenience right to be made mutual. Bidder to have right to terminate in case of breach of payment obligations by Bank.	Deviation	RFP clause stands as it is.
61	39		In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected successful Bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the selected successful Bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum 2 (Two) months	In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected successful Bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services subject however that the liability of Service Provider under this clause shall not exceed 5% of the differential cost of undelivered services. However, the selected successful Bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum 2 (Two) months	Deviation	RFP clause stands as it is.
62	42	4.22	GST and its compliance	IT Business Finance to confirm -OK		No details provided for this query
63	42	4.23	Violation of terms	Clause to be deleted	Deviation	RFP clause stands as it is.
64	43	4.25	Liquidated Damages	If the Bidder fails to perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% 4% of the order value of the Device, Software per week or part thereof until actual delivery or performance, (3 days will be treated as a week); and the maximum deduction is 5%40% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc only post prior intimation.	Deviation	RFP clause stands as it is.

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65	43	4.26	Bank reserves its right to take any appropriate action against the bidder in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.	Bank reserves its right to take any appropriate action as mentioned in this agreement against the bidder in the event of delay in project beyond the specified period or noncompliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.	Deviation	RFP clause stands as it is.
66	44	4.32	AUDIT/ REVIEW/MONITORING/VISITATION	The whole clause to be deleted and substituted with the following: The Bidder shall issue a certificate for compliance to the extent required under law for performance of services under this RFP as per the request of the Bank	Deviation	RFP clause stands as it is.
67	51	9	Payment Terms	The complete payment(100%) will be released within 10 days of delivery for hardware/software/license/ATS and 50%in advance and 50% in arrears for Implementation. on completion of the job as per commercial Bid line items. Bank will release the payment on receiving the undisputed invoice, after deduction of applicable taxes at source of the agreed price to the selected Bidder. No advance payments will be made .All payments will be made on successful completion of the job to the satisfaction of the Bank and achievement of the objective as defined in the scope of work which will be shared at the time of actual requirement	Deviation	RFP clause stands as it is.
68	75	NDA 1.	Confidential Information: "Confidential Information" means all information disclosed / furnished by either of the parties to another Party in connection with the business transacted / to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.	Clause to be modified as follows: Confidential Information: "Confidential Information" means all non-public, proprietary information disclosed / furnished by either of the parties to another Party in connection with the business transacted / to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module intellectual property and associated rights, personal data thereof.	Deviation	RFP clause stands as it is.

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69	76	NDA 4.	This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.	This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter or for a period of two years from the effective date hereof, whichever is earlier. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof provided, the Receiving Party may retain one copy of the Confidential Information for management and litigation purposes as per company policy, and such copy retained shall be subject to the terms of confidentiality set out in this Agreement.	Deviation	RFP clause stands as it is.
70	77		Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.	Notwithstanding anything to the contrary contained herein, the Receiving Party shall be bound by confidentiality obligations herein for a period of 2 years from the date of execution of this NDA or upon entering into definitive agreements, whichever is earlier. herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.	Deviation	RFP clause stands as it is.
71	77	NDA 8.	Governing Law and Jurisdiction: All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The provisions of this Agreement shall be governed by the laws of India.	Since this NDA is valid only until execution of definitive agreements, we can agree upon Arbitration at the stage of definitive agreement. Clause to be modified as follows: Governing Law and Jurisdiction: All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the NDA shall be resolved by way of amicable resolution. contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The provisions of this Agreement shall be governed by the laws of India	Deviation	RFP Clause stands as it is.

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72	78	NDA 9.	General	Following portion to be added in the clause: The Disclosing party warrants that it has right to disclose Confidential Information and disclosure of Confidential Information under this Agreement does not infringe intellectual property rights of any third party.	Deviation	RFP Clause stands as it is.
73	78	NDA 10.	Indemnity	Clause to be deleted. We can agree upon indemnity in the definitive agreements.	Deviation	RFP Clause stands as it is.
74				Further clauses to be added in NDA: The Confidentiality obligations of the Receiving Part shall not be assigned or transferred, by operation of law or otherwise, without the prior written consent of the Disclosing Party, except to an affiliate. Nothing in this Agreement or any acts of the Parties shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between them. Neither this Agreement nor any of its provisions shall be considered or construed as a commitment by either Party to engage the other Party in any work or to purchase any products or services from the other Party This Agreement and any schedules and addendums hereto, constitutes the entire Agreement and understanding of the Parties relating to the subject matter hereof and any confidential information provided prior to the effective date, supersedes any and all other previous agreements, arrangements and/or understandings (whether written or oral) between the Parties respecting the use and disclosure of Confidential Information. This Agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties.	Deviation	RFP Clause stands as it is.
75	9	1.5 Project Location	Depending on the requirement of services, scope of location will be decided. However locations will be within India only and out of below locations of Bank. 1. Bank's Primary Data Centre 2. DR Site 3. Near Site 4. Various other administrative offices, Branches and ATMs within India.	1. Please let us know the exact locations for the DC , DR , Near Site and also for the ATM's	Query	Location of Bank's various sites is as under 1. Data Centre - Mumbai 2. DR Site - Hyderabad 3. Near site - Mumbai 4. Administrative offices, Branches and ATMs - within India at different locations
76	48	6. Eligibility Criteria	5. Bidder must have carried out Minimum One Information Security and/or IS Audit related Assignments in BFSI during the last Financial year i.e. on or after 01.04.2019.	Is this only BFSI because in Annexure 3 of the RFP Page 57 it is mention as, Bidder must have carried out Minimum One Information Security and/or IS Audit related Assignments in BFSI/ PSU / Govt. / Major Corporates during the last Financial year i.e. on or after 01.04.2019. Please confirm	Query / error	RFP Clause stands changed to : 5. Bidder must have carried out Minimum One Information Security and/or IS Audit related Assignments in BFSI / other Govt organisation during the last Financial year i.e. on or after 01.04.2019.

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77	67	Technical Bid Evaluation		Please let us know the passing criteria for Technical Bid	Query	Bidder qualifying minimum marks for each section as mentioned in "Technical Evaluation" Page 67 will be considered as pass.
78	5	The Schedule	Submission of the Bids is 23rd September, 2021 15:00 Hrs	Requesting you to please extend it till 30th September.	Suggestion	Please refer serial number 23 and 24 of the Corrigendum
79	13		Required Skilled Set	As we cannot see the Annexure for commercial bid submission, do we have to insert the values online or can submit as per the relevant experience , please confirm.	Query	Commercial bids will be called upon after the empanelment and during requirement of actual services. For required skill sets bidder has to submit qualification details of the resources and experience details of the bidder as mentioned in eligibility criteria and technical evaluation
80	27	4 TERMS OF REFERENCE (TOR) 4.1 OWNERSHIPS, GRANT AND DELIVERY	The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project.	Please provide list of the following , to calculate the license / hardware / software quantities required :- 1. Bank's Primary Data Centre 2. DR Site 3. Near Site 4. Various other administrative offices, Branches and ATMs within India.	Query	Please refer serial number 75 of the corrigendum
81	28	4.2 INSURANCE	The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP.	Insurance should be limited to hardware / equipments and manpower supplied to execute this project , any other liability arising during the execution of the project should be taken care by the Bank.	Suggestion	RFP clause stands as it is.
82	28	4.2 INSURANCE	The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.	The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises or maximum 2 years (Duration of the contract).	Suggestion	RFP clause stands as it is.
83	41	4.20 OTHER GENERAL CONDITIONS	The Bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.	The Bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad, applicable only for the solution / equipment / hardware / licenses supplied to execute the scope mentioned in this RFP.	error / omission	RFP clause stands as it is.
84	41	4.20 OTHER GENERAL CONDITIONS	In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights, arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer's fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/email/registered post etc.	In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights, arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer's fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/email/registered post etc. applicable only for the solution / equipment / hardware / licenses supplied to execute the scope mentioned in this RFP.	error / omission	RFP clause stands as it is.

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Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614

Sl. No.	Page No of RFP	Clause No./ Page No.	Existing Clause	Bidder's Comments	Bidder's request	Bank Response
85	43	4.27 PERFORMANCE BANK GUARANTEE	The successful Bidder should provide a performance Bank guarantee for the contract period and additional 12 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank (other than Central Bank of India) in the format specified by the Bank within 30 days from the date of purchase order.	As per Office Memorandum no. F.9/4/2020-PPD, Government of India, Ministry of Finance, Department of Expenditure, procurement policy division 12th November 2020, performance security is reduced from existing 5-10% to 3% of the value of the contract for all the contracts. It is requested to kindly consider bank guarantee equivalent to 3% of the contract value.	Suggestion	Please refer to sr no.30 of corrigendum
86	51	8 NORMALIZATION OF BIDS	The Bank will go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied.	If detail information on the scope of work is provided, technical and commercial bids proposed by the respective bidders are precise and accurate and as per the RFP requirements. Please provide clarity on this clause as this may create ambiguity on no. of times bid clarifications / resubmission are to be sought from the bidders.	Query	Detailed information of the scope of work will be provided at the time of actual requirement of services
87	48	6- Eligibility Criteria	The bidder should have minimum annual turnover of Rs. 10 crores during the last three financial years	As per guidelines issued by Ministry for MSME, criteria of prior turnover should be exempted for MSME registered bidders. Request you to kindly extend the exemption to bidders with valid MSME certificate	suggestion	RFP clause stands as it is.
88	48	6- Eligibility Criteria	The Bidder should have a minimum one each of CISA, CISSP, CEH certification holder.	Should the bank have 1 person with each of CISA, CISSP, CEH certifications. This will mean 3 separate persons with each having one of the above 3 certifications. OR 1 person with any one of the above 3 certifications will meet the requirement	Query	Three different persons each having mentioned certifications are required.
89	67	Technical Bid Evaluation	Technical Marks for Turnover	For bidders claiming exemption under MSME as per Clause 6- Eligibility Criteria, how much marks will be awarded out of 20	Query	RFP clause stands as it is hence marks will be awarded as per already mentioned criteria
90	67	Technical Bid Evaluation	Technical Marks for Experience	What is the difference for evaluation between cyber security activities in India and Global client	Query	To check global existence of the bidder
91	66	Annexure 9 - Clause "a"	Scrutiny of minimum Eligibility Criteria as given in Annexures for proposed services, reference calls and site visits, if required.	Due to the ongoing pandemic situation, can we conduct all the activities remotely and there will be no On-Site appearance of any Employees.	Query	In case of emergency remote access can be provided within Bank's network / intranet
92	66	Annexure 9 - Clause "e"	The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Service providers and witness demos, presentations or undertake a POC exercise of the system and verify functionalities, response times, users acceptability etc.	Due to the ongoing pandemic situation, can we conduct all the activities remotely and there will be no On-Site appearance of any Employees.	Query	In case of emergency remote access can be provided within Bank's network / intranet

Corrigendum - 1 dated 20th Sep, 2021
Tender Reference Number: Tender Reference Number: CO:DIT:PUR:2021-22:336
Request for Proposal
for
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93	67	Annexure 9 - Technical Bid Evaluation - Clause 1	Turnover of the bidder- minimum annual turnover of Rs.10 Crores in the last three financial years (i.e. 2017-18, 2018-19 and 2019-20) (For scoring purpose, average of three years turnover will be considered) More than 200 Crore : 20 Marks 101-200 Crore Turnover : 15 marks 51-100 Crore Turnover : 10 marks 10-50 Crore Turnover : 5 marks (Minimum required marks -5)	We are a MSME enterprise having an annual turnover of INR 1.5 Crores per year in the last three years. Please exempt us from this condition clause	waiver	RFP clause stands as it is
94	27	3.15 Bid Security	The Bidder should furnish Bid Security/Earnest Money Deposit INR 2,00,000/- (Rupees Two Lacs Only)., as a part of its Technical bid, the quantum of which would be notified in the later phases of the process, should be submitted at the time of actual requirement of service. The bid security is required to protect the Bank against the risk of Bidder's conduct.	We would like to participate in the above RFP, The MSME Certificate of our company is attached herewith towards exemption of EMD. / We hereby declare that we possess MSME certificate, so as per clause in the RFP we are having exemption on Tender fee (Rs. 5,000) & EMD (Rs. 2,00,000/-)	Exemption / error	RFP clause stands changed as : The Bidder should furnish Bid Security/Earnest Money Deposit INR 2,00,000/- (Rupees Two Lacs Only) or submit bid declaration format (Annexure-17) as attached with corrigendum and relevant supporting documents for waiver of bid security as per applicable government guidelines as a part of its Technical bid,. The bid security is required to protect the Bank against the risk of Bidder's conduct.