

Replies to Prebid Queries for Gem bid GEM/2022/B/2806693 dated 02/12/2022 for Engagement of Auditor for Conducting External VAPT for the Year 2022 - 2023

Sl. No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	General Terms and Conditions on Gem 4.0 (Version 1.5) Page No 19.	Clause No 5 The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.	Seeking clarification from Bank that GTC terms should be superseding STC, SLA & ATC & Terms and conditions rather than vice versa	Kindly refer para 2 from bottom of Page No.5 of Gem bid document.
2	General Terms and Conditions on Gem 4.0 (Version 1.5) Page No 28.	Clause No 16.2. (vi) All disputes in connection with the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where Contract was issued is situated	Can we agree on Mumbai or New Delhi courts specifically?	No. Bidder has to comply with Gem bid Terms and Conditions.
3	General Terms and Conditions on Gem 4.0 (Version 1.5) Page No 34.	Clause No 23.1 Assignment	We request Bank to allow the assignment between TC Affiliates and Subsidiaries without taking written consent.	No. Bidder has to comply with Gem bid Terms and Conditions.
4	General Terms and Conditions on Gem 4.0 (Version 1.3) Page No 30.	Clause No 18 Limitation of Liability:	We request the Bank to clarify on the following: a) Whether this LOL shall take precedence over all the terms and conditions under this RFP? b) Further, the aggregate liability of Bidder should be capped to an amount that shall not exceed recent twelve (12) months of charges collected by Bidder pursuant to the applicable po/order giving rise to the liability.	No. Bidder has to comply with Gem bid Terms and Conditions.

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5	General Terms and Conditions on GeM 4.0 (Version 1.5) Page No 34.	Clause No 23.2 (para 2) Buyers and Sellers agree to indemnify, defend and hold harmless GeM: 23.2.1- Breach of the contract 23.2.2- 3rd party third party claims due to use of the Website 23.2.3- claims made by 3rd party regarding content/ information or materials provided by Seller cause any damage to a third party; 23.2.4- Violation of any IP rights	We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct. Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	No. Bidder has to comply with GeM bid Terms and Conditions.
6	ATC-17 Assignment	Clause No 45.1 The selected bidder/OEM shall not assign to any one, in whole or in part, its obligations to perform under the GeM bid/contract, except with the Bank's prior written consent.	We should have assignment rights without consent to our Affiliates and Group Companies. Further, Bank should include that they will intimate upon any assignment from their end.	No. Bidder has to comply with GeM bid Terms and Conditions.
7	Annexure - 10 DRAFT CONTRACT AGREEMENT	Clause No 6.1 VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.	We should have assignment rights without consent to our Affiliates and Group Companies. Further, Bank should include that they will intimate upon any assignment from their end.	No. Bidder has to comply with GeM bid Terms and Conditions.
8	Annexure - 10 DRAFT CONTRACT AGREEMENT	Clause No 11.1 CONFIDENTIALITY AND NON-DISCLOSURE	Bank should change this clause to mutual	No. Bidder has to comply with GeM bid Terms and Conditions.

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9	ATC-18Indemnity	Clause No 49.1 The bidder/OEM shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:49.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder/OEM;49.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder/OEM;	We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct.Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	No. Bidder has to comply with Gem bid Terms and Conditions.
10	ATC-19 Indemnity	Clause No 49.2 The bidder/OEM shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.	We request the Bank to cap the liability as below: With respect to all indemnity Claims including intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.	No. Bidder has to comply with Gem bid Terms and Conditions.

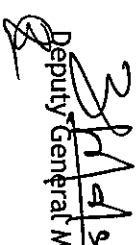
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11	ATC-19 Indemnity	Clause No 49.2.2 The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	While the indemnity clause refers to the liability cap, the actual limitation of liability clause does not feature in the contract document. Please propose the following limitation of liability clause to the Bank: i) The maximum aggregate liability of Service Provider/Vendor, with respect to all indemnity Claims under Section 59.1. and 59.2 including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Service Provider/Vendor pursuant to the applicable PO giving rise to the liability. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.	No. Bidder has to comply with GeM bid Terms and Conditions.
12	Annexure - 2 Technical Criteria	Clause No 3 The bidder should not be a vendor/supplier for Software and Hardware components of the Bank	TCL is a CERT IN empaneled firm, Due to this we seek relaxation of this clause as per CER IN we cannot audit the firm to whom we have supplied Network Security Infrastructure.	Bidder has to comply with GeM bid Terms and Conditions.
13	Annexure - 2 Technical Criteria	Clause No 4 The bidder should not be involved in implementing Security solutions and network infrastructure of the Bank at Data Center, Treasury and DRC level.	TCL is a CERT IN empaneled firm, Due to this we seek relaxation of this clause as per CER IN we cannot audit the firm to whom we have supplied Network Security Infrastructure.	Bidder has to comply with GeM bid Terms and Conditions.

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14	Annexure - 2 Technical Criteria	Clause No 2 The firm should have a pool of at least 35 professionals with international accreditation like CISA (Certified Information Systems Auditor), CISSP (Certified Information Security Professional), CEH and BS7799/ISO27001 trained lead auditors employed with them. Minimum experience of the professionals' post qualification should be 5 years. (Min. 5 - CISA, 5- CEH and BS7799/ISO27001 should be in pool)	What is the minimum most requirement of the certificates? We seek relaxation on the no of certified resources too.	Bidder has to comply with Gem bid Terms and Conditions.
15	ATC-5 Scope of Work	Clause No 10.2 The consultant should deploy at least thirty-five (35 Nos) professionals for conducting the assessment with relevant qualifications and having a minimum of 5 years of experience in conducting the same.	What is the minimum most requirement of the certificates? We seek relaxation on the no of certified resources too.	Bidder has to comply with Gem bid Terms and Conditions.
16	Annexure - 2 Scope of Work	Generic	Please provide the number of Devices that needs to be considered for Vulnerability assessment	Bidder has to refer Bill of Material as per Annexure-9
17	Annexure - 2 Scope of Work	Generic	Please provide the Number of Internal and External IPS considered for VAPT	Bidder has to refer Bill of Material as per Annexure-9
18	Annexure - 2 Scope of Work	Generic	Please provide the total number of applications needed for VAPT	Bidder has to refer Bill of Material as per Annexure-9
19	Annexure - 2 Scope of Work	Generic	Do we need to perform black box testing or grey box testing or both	Depends upon the application

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20	Generic	Generic	Does the bank has the tool with required license for this assessment or is it expected that the vendor shall utilize its own tool to perform the scanning .	The selected bidder has to utilize their own tools with required licenses for completing the Scope of Work.
21	ATC-5 Scope of Work	Clause 10.2 The consultant should deploy at least thirty-five (35 Nos) professionals for conducting the assessments and having a minimum of 5 years o	Kindly provide us clarify do we need to deploy or do we need to show 35 employee on payroll on our company letter head .As it is mentioned in Annexure 2 Technical criteria in point number 2.	Bidder has to comply with GeM bid Terms and Conditions.
22	ATC-23 Micro & Small Enterprises [MSEs]	Clause 61.2 MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption	Kindly confirm do we need to provide EMD & tender fee. If Yes, then As we are MSME registered company. As per MSME Act, an MSE is exempt from paying Tender Fee / EMD. Request you to consider the same and waive tender fee / EMD for MSE - Documents attached for reference	Bidder to refer GeM GTC for complete guidelines/ instructions.
23	Annexure-9 Bill of Material	Table - A Price Details	Details of application required(internal/external) Static pages, dynamic pages, Inputfields , types of user and roles of each user for each application	450plus static and dynamic web pages
24	Annexure-9 Bill of Material	Table - A Price Details	Mobile application are on which platform(iOS/Android)? Total number of inputfields and screens required for each application . If they are on both we have to consider 27*2 count	27 mobile applications including iOS and Android
25	Annexure-9 Bill of Material	Table - A Price Details	Do we have to conduct only VAPT or we have to conduct configuration audit also	VAPT as per scope.
26	Annexure-9 Bill of Material	Table - A Price Details	All Inventory details mentioned are accessible from one centralized location?	Yes.

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27	Annexure-9 Bill of Material	Table - A Price Details	Do we need to perform Network Architecture Review	No.
28	Annexure-9 Bill of Material	Generic	Can the Auditor use our own tools because the tools which we use is licensed and in most of the case it cannot be installed on another system	Systems will be provided to the Selected bidder by the Bank and the necessary tools can be installed.
29	Annexure - 10 DRAFT CONTRACT AGREEMENT	DRAFT CONTRACT AGREEMENT	What would be the Value of the agreement	The selected bidder has to execute the agreement as per Annexure-13

Date: 19/12/2022
 Place: Bangalore


 Deputy General Manager