

**Amendments to the Pre-Bid Queries- RFP for Procurement of Incident Response [IR] Service for
Cyber Security Incidents and Cyber Security Preparedness of the bank Ref: CO/ITD/2486/R1/2021-22 dated 14/03/2022**

Amendments:

S.No.	RFP Clause	Amendment
1	<p>Page No. 10 Section-II Instruction to Bidders, Point no:3 Bid Security & Cost of Bid Document: (b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract & NDA or to furnish Performance Security.</p>	(b) in the case of a Successful Bidder, if the Bidder fails to sign/ execute the Contract & NDA and fails to furnish Performance Security.
2	<p>Page No. 17- Section III- Conditions of Contract - Point No. 7, Qualification Criteria. (1) The Bidder should have turnover of at least ₹ 20 Crore (Rs. Twenty Crore only) each year for the preceding three Financial years. [2018-19, 2019-20, 2020-21]</p>	(1) The Bidder should have turnover of at least ₹ 15 Crore (Rs. Twenty Crore only) each year for the preceding three Financial years. [2018-19, 2019-20, 2020-21]
	(4) Bidder should be providing Security operations Center (SOC) services to at least one BFSI organizations in India.	(4) Bidder should be providing Security operations Centre (SOC) / Incident Response services to at least one BFSI/ PSU/Govt organizations in India.
3	<p>Page No. 25 Section-III Conditions of Contract, (24) FORCE MAJEURE-para1 The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default,</p>	The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and 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. For purposes of this clause,



	if and 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. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of Force Majeure.	"Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, acts of the Central/State government in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of Force Majeure.
4	Page No. 26 Section-III Conditions of Contract, (25) CONFIDENTIALITY-para1 The Supplier/ Service Provider will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also they should not divulge any data / information.	The Supplier/ Service Provider will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also Bidder / supplier shall not divulge any data / information.
5	Page No. 39 Section-VI (Formats) ANNEXURE -I, BID FORM	Amendment: Page No. 39 Section-VI (Formats) ANNEXURE -I, BID FORM: Bid form to be submitted in the modified format enclosed as Annexure-1
6	Page No.42 Annexure-III CONTRACT FORM: Point No: 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements; (c) the Functional & Technical Specifications;	CONTRACT FORM- Addition clause (f) (f) the RFP including Addendum/s & corrigendum/s

	(d) the Conditions of Contract; (e) the Purchaser's Notification of Award/Purchase Order.	
7	<p>Page No.48, Annexure-V NON DISCLOSURE AGREEMENT</p> <p>Point no. 10. Dispute resolution mechanism In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.</p>	Point no:10. Dispute resolution mechanism - Clause Removed

