

PREBID Queries Response

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S. No	Pg no	Section	Clarification point as stated in bid document	Query/deviation	Query	Query response
1	6	1.12 : ACCEPTANCE OF TERMS	The Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.	Query	Is this a no deviation BID	Yes. Unless accepted by the Bank in pre-bid query response.
2	8	1.13.4 :Submission of Bid	The soft copy of the technical proposal in MS-Word / Excel format should also be submitted in a CD along with hard copy of the technical proposal.	Query	CD should contain the only the technical proposal or "technical and commercial both "	CD should contain only technical proposal.
3	15	2.2 Project Objective	A comprehensive risk assessment of DC/DR operations on yearly basis	Query	Qualify DC and DR operations and provide number of processes to be covered in risk assessment on yearly basis.	Data Center activities including Network management, Server Management, Third party Managed services, help desk, Backups, Anti Virus, SOC along with support functions such as Human resources, Training, administration, Physical security, Legal, Information Security etc.
4	15	2.3 Project Scope	Supporting the Bank for closure of internal and external audit findings.	Query	Qualify "Supporting" for closure of findings. Is detailed recommendation expected or PMO support is to be provided	Support only limited to documentation shall need to be provided.
5	15	Project scope 2.2	The selected Bidder will be responsible for carrying out risk assessment of the identified Business units as per risk assessment framework and templates to the Bank as per the broad objectives as outlined below.	Query	Kindly mention count of business units to be considered	Please refer to query response no. 3.
6	15	Project scope 2.2	Development or modification of risk management framework which would ensure that the IT risks are managed as per international best practices.	Query	As we believe Bank of Baroda is already ISO 27001 certified, is review of risk management framework an expectation or its modification is to be considered. In case of modification of framework, to what extent it has to be modified.	Review of existing framework.
7	16	Project scope	The project scope includes maintenance of existing ISO27001 certification for Bank's Data Centre at Mumbai, Disaster Recovery centre at Hyderabad including Regular Risk assessment.		As per the guidelines provided by NABCB (attached), Consultancy and certification by the same body are considered unacceptable risk to impartiality due to inherent conflict of interest and therefore certification bodies are barred from offering consultancy as per the international norms of accreditation. Therefore, separate tenders should be floated for each service.	Please refer to RFP Scope of work under Section II. Certification audit is not under the scope.
8	16	Project scope	The Bank reserves the right to change the scope of the RFP to meet the overall objective of effective Risk Assessment, Risk Mitigation and ISO Certification requirements.		Kindly request you to confirm the type of scope change bank may require as part of the contract.	Scope shall be as per RFP document.
9	16	Project scope			Please confirm that VAPT/Application security/Code review are not part of the scope of work	Please refer RFP Scope of work under section II. VAPT/Application Security/Code review is not in the scope of work.

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10	16	Project scope	<p>2. Review the IT Security Policy, ISMS Framework, Risk Assessment Framework against ISO27001 standards, international best practices and RBI Guidelines</p> <p>3. Conducting awareness sessions on IT Risk assessment and ISO27001 standard for DC and DR staff.</p> <p>4. Perform Risk Assessment and submit Risk Mitigation plan of in scope operations of DC and DR as per Risk Assessment framework</p> <p>5. Perform pre surveillance/recertification Internal Audit as per ISO27001 standard</p> <p>6. Handholding during ISO27001 surveillance/recertification audits by external consultants</p> <p>7. Supporting the Bank for closure of internal and external audit findings.</p>		<p>Kindly request you to confirm the project activities mentioned under the scope of work needs to be performed on an annual basis.</p> <p>2. Review the IT Security Policy, ISMS Framework, Risk Assessment Framework against ISO27001 standards, international best practices and RBI Guidelines</p> <p>3. Conducting awareness sessions on IT Risk assessment and ISO27001 standard for DC and DR staff.</p> <p>4. Perform Risk Assessment and submit Risk Mitigation plan of in scope operations of DC and DR as per Risk Assessment framework</p> <p>5. Perform pre surveillance/recertification Internal Audit as per ISO27001 standard</p> <p>6. Handholding during ISO27001 surveillance/recertification audits by external consultants</p> <p>7. Supporting the Bank for closure of internal and external audit findings.</p>	Activities as per scope of work shall need to be carried out annually.
11	17	2.3 (6)	HandholdingConsultants	Query	Does bidder expected to directly coordinate with Certification body for planning and audit execution?	No
12	17	2.3.1 Scoping	A detailed scoping would be required to be carried out to define the areas which would be covered encompassing the business processes, policies and procedures, IT infrastructure, IT organization, IT implementation etc. The scope would need to be approved by the bank before further work is undertaken.	Query	Kindly elaborate on scoping of DC/DR operations	Scope shall be DC/DR operations of the Bank.
13	17	2.3.2 Policy & Procedures Review	Policy & Procedures Review	Query	Kindly provide count of policy and procedure documents to be reviewed	Approx 35 documents.
14	17	2.3.3 Training	Training	Query	Kindly provide count of staff to be considered for training	Yearly -1- training at Mumbai and -1- training at Hyderabad. Count of staff may vary in these training sessions.
15	17	2.3.3 Training	Required Awareness Training.....in Future	Query	How many employees to be given such training at a) Mumbai and b) Hyderabad	Please refer to query response no. 14.
16	17	Policy & Procedure Review	Review & Updating of existing documentation for ISO 27001:2013		Please confirm that the bidder will provide the bank with recommendations and the bank will update the documents in line with the recommendations	Please refer to RFP scope of work under Section II.
17	17	Project scope 2.3.3	3. Conducting awareness sessions on IT Risk assessment and ISO27001 standard for DC and DR staff.		Kindly confirm the number of awareness sessions to be conducted and number of users expected.	Please refer to query response no. 14.

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18	18	2.3.4 Risk Assessment and Risk mitigation	The selected Bidder will also evaluate the third party relationships and perform risk assessment of the same. Frequency of the Risk Assessment would be on yearly basis.	Query	Kindly confirm if third party risk assessment is to be performed. In case the assessment is required, kindly provide count of third parties to be considered and the frequency of the assessment.	Third party service providers providing onsite services at DC/DR shall be covered under the scope.
19	18	2.3.6 Deliverables	All documentation required for ISO27001 certification	Query	Kindly provide an approximate count of ISO documents to be assessed/ reviewed	Approx 35 documents.
20	18	Pre surveillance 2.3.5	Prepare or modify all the documentation required(like SOA) and enable the Bank for ISO27001 surveillance/recertification audits.		Kindly confirm if the SOA document is existing or needs to be prepared.	Existing documents need to be reviewed/modified as per latest ISO 27001 practices and in case new documents are to be prepared the same should be prepared by the successful bidder.
21	18	Project scope 2.3.4	4. Perform Risk Assessment and submit Risk Mitigation plan of in scope operations of DC and DR as per Risk Assessment framework		Kindly confirm if this will be an annual activity or only one time activity.	Yearly once
22	18	Project scope 2.3.4	The selected Bidder would be required to interact with the various operational teams of DC and DR and perform Risk assessment as per the defined Risk Assessment methodology. The selected Bidder will also evaluate the third party relationships and perform risk assessment of the same.		Kindly confirm the number of third party vendors and applications to be covered as part of scope for risk assessment annually.	Third party service providers providing onsite services at DC/DR shall be covered under the scope.
23	20	3.1.3 Execution of Agreement / NDA	The BidderWork order	Comment	Please share the draft MSA and NDA to be vetted by our Legal to check any unfavourable / unilateral condition.	Shall be shared with the successful Bidder.
24	21	3.1.5 Project Team Member	Should possess CISA/CISSP/CEH certification.	Query	Is this condition mandatory for Project resource?	No Change
25	21	3.1.5 Project Team Member	Should possess CISA/CISSP/CEH certification.	Suggestion	Request to make this condition mandatory only for the Project Manager.	No Change
26	22	3.1.10 Adherence to standard	The Selected bidderown security policies.	Query	The current standard is of 2013 version is likely to be upgraded in 2021 before September 2021. The recertification shall fall after September after the issue of new standard. Shall the recertification be done as per the new standard? Though ISO generally give time of two year to migrate to new standard.	Please refer to RFP document clause 2.3 Scope of Work.

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27	22	3.1.10 Adherence To Standards	The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder.	Query	Widely worded audit rights We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable prior notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	Please note that the audit is related and restricted to the services provided by the service provider under this arrangement , and it will be done as per the guidelines stipulated by the governmental authorities.
28	22	3.1.12 Payment Terms	All Paymentsto be made.	Query	As there are four - five deliverables is there any separate percentage associated with each delivery for payment?	No Change
29	22	3.1.12 Payment Terms	All Paymentsto be made.	Suggestion	Request to include some advance payment along with PO.	No Change
30	23	3.1.14 Security Deposit	The bidder ...interest rate	Query	Can security deposit be submitted by way of bank guarantee?	Yes
31	23	3.1.17 Liquidated Damages (LD)	Liquidated Damages	Suggestion	LDs capped at higher percentage We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No Change
32	23	3.1.6 Substitution Of Project Team Members	If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments(including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as liquidated damages	Suggestion	LDs should be restricted to 5% of TCV	No Change
33	24	3.1.22 Assignment	Assignment	Suggestion	We request clause be made mutual	No Change

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34	25	3.1.23 Non – Solicitation	The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.	Suggestion	We request the duration to be kept only for the term of the contract and it should not include situations where an employee responds to general advertisements	The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank. This will not be applicable, if an employee of either party joins the other party through a general advertisement.
35	25	3.1.25 Vicarious Liability	The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder's employees, agents, contractors, subcontractors etc.	Suggestion	Request the Client to kindly delete these, as the applicable law will take its course in such cases.	No Change
36	25	3.1.26 Subcontracting	Subcontracting	Deviation	We may take assistance from our contractors or other PwC firms (each of which is a separate and independent) legal entity and may share confidential information with them in connection with this engagement. However we remain solely liable to client for their acts; claims (if any) in relation to this engagement will be routed solely through client and us.	No Change

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37	26	3.1.27 Cancellation Of Contract And Compensation	Termination	Query	We do not have any right to terminate To uphold the principles of natural justice and to bring parity in the contract, we request Client to give us the right to terminate the contract in case Client breaches any of its material obligations under the contract, provided a notice for such breach is given to Client along with a rectification period of 30 days. To uphold the principles of natural justice and to bring parity in the contract, we request Client to give us the right to terminate the contract in case Client breaches any of its material obligations under the contract, provided a notice for such breach is given to Client along with a rectification period of 30 days.	No change
38	27	3.1.30 Project Timelines	Detailed Scoping and Risk Assessment of DC and DR operations	Query	Kindly elaborate on scoping	Please refer to query response no. 3.
39	29	Eligibility criteria point 6	The Bidder must have experience of providing ISO27001 consultancy to at least -2 BFSI institutions in India leading to successful ISO27001 certification/recertification of the institution out of which at least -1- should be a Bank in India with minimum -500- branches.		Kindly request you to allow one BFSI institution and one non BFSI institution for the same.	No Change
40	29	Section – IV – Annexure A - Eligibility Criteria, Point No. 7	The Bidder must have at least 5 consultants with qualifications such as ISO27001 Lead Auditors as employees.	deviation	Request you to kindly consider combining these resource specific criteria and change to – “The Bidder must have at least 10 consultants with qualifications such as ISO27001 Lead Auditors/CISA/CISSP/CEH/DISA as employees.”	No Change
41	29	Section – IV – Annexure A - Eligibility Criteria, Point No. 8	The Bidder must have at least – 12 CISA/CISSP/CEH Certified professionals as employees.	deviation	Request you to kindly consider combining these resource specific criteria and change to – “The Bidder must have at least 10 consultants with qualifications such as ISO27001 Lead Auditors/CISA/CISSP/CEH/DISA as employees.”	No Change
42	31	Section – IV – Annexure B - Consultant’s Selection/Evaluation Process - Technical Evaluation Criteria	The number of CISA/CISSP/CEH Certified personnel employed by the Bidder For 12 to 15 employees: 5 For more than 15 employees : 10		For more than 10 employees : 15	No Change
43	31	Annexure B: Technical Evaluation Criteria	Row no 2 and 4	Query	Can there be common PO/Work order in these category as there may be certain PO where the consultancy shall lead to certification. Are these need to be Non BFSI PO/Order.	Copies of Work order/ISO27001 certificate has to be provided as per Technical evaluation criteria.

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44	31	Annexure B: Technical Evaluation Criteria	Row no 3 and 5	Query	Can there be common PO/Work order in these category as there may be certain PO where the consultancy shall lead to certification.	Copies of Work order/ISO27001 certificate has to be provided as per Technical evaluation criteria.
45	31	Annexure B: Technical Evaluation Criteria	Row no 3 and 5	Query	Which of these you will consider as BFSI: 1. Banking 2. NBFC 3. Insurance Sector 4. Stock Exchanges 5. Stock Brokers 6. Asset Management Companies 7. Investment Consulting Companies	No Change
46	31	Eligibility criteria		query	Credentials and other evaluation criteria mentioned below will be computed as of 31-03- 2016."	Typo error . The Credentials and other evaluation criteria mentioned below will be computed as of 31-07-2019."
47	31	Section – IV – Annexure B - Consultant's Selection/Evaluation Process - Technical Evaluation Criteria	The number of years' experience of providing ISO27001 consultancy in India in last 5 years. For each year of experience : 2 Maximum Marks : 10		Request you to consider changing this criteria to – "The number of years' experience of providing ISO27001 consultancy in India in last 3 years." Documents to be submitted - Copies of Work order/Certificate of Incorporation/Registration Certificate.	No Change
48	31	Technical Criteria	The number of years experience of providing ISO27001 consultancy in India in last 5 years.	Query	Is each year experience required? Kindly elaborate	Clause under reference is not mandatory.
49	31	Technical Evaluation	BFSI		Kindly request you to confirm if RBI, SEBI and Exchange broking companies are considered under BFSI	No comment
50	31	Section – IV – Annexure B - Consultant's Selection/Evaluation Process - Technical Evaluation Criteria	The number of ISO27001 consultancy projects carried out in India leading to ISO27001 certification/ recertification of the client. For each Consultancy Assignment: 3 Maximum Marks : 9		Request you to consider combining these project specific criteria and change it to – "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in India." OR "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in BFSI in India."	No Change

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51	31	Section – IV – Annexure B - Consultant's Selection/Evaluation Process - Technical Evaluation Criteria	The number of ISO27001 consultancy carried out in BFSI in India. For each consultancy assignment : 3 Additional marks for a Bank in India : 3 Maximum marks : 12		Request you to consider combining these project specific criteria and change it to – "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in India." OR "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in BFSI in India."	No Change
52	31	Section – IV – Annexure B - Consultant's Selection/Evaluation Process - Technical Evaluation Criteria	The number of ISO27001 consultancy projects carried out in BFSI in India leading to ISO27001 Certification/recertification of the client. For each consultancy assignment : 3 Additional marks for a Bank in India : 3 Maximum marks : 15		Request you to consider combining these project specific criteria and change it to – "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in India." OR "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in BFSI in India."	No Change
53	31	Section – IV – Annexure B - Consultant's Selection/Evaluation Process - Technical Evaluation Criteria	The number of ISO27001 Lead Auditors employed by the Bidder For 5 certified employees: 4 For 6 to 9 employees : 7 For 10 to 15 employees: 10 For more than 15 employees : 15	Deviation	Request you to consider combining these criteria and and change it to – "The number of ISO27001 Lead Auditors/CISA/CISSP/CEH/DISA by the bidder."	No Change
54		1.4 Confidentiality	This document in its entirety is subject to Copyright laws. Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without prior written consent of the Bank.	Suggestion	Exceptions to confidential information are not provided Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under any statutory requirement, we may not be able to avoid disclosure of the same. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed by any court of competent jurisdiction, or by a governmental or regulatory authority, or a professional body to which PwC belongs.	Shall be discussed with the successful Bidder.

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55		1.4 Confidentiality	Confidentiality	Suggestion	<p>Parties to whom information can be disclosed is not documented</p> <p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	Shall be discussed with the successful Bidder.
56		3.1.20 Indemnity	Indemnity	Suggestion	<p>Indemnities for IPR infringement claims without exceptions</p> <p>We request Client to include the following exceptions and procedure, as these are industry standards and reasonable.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnifying Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with</p>	No change.

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57		3.1.20 Indemnity	Indemnity	Suggestion	<p>Indemnity for technical errors or negligence or fault</p> <p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are contractual damages that may be sought for these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p>	No change
58		3.1.27 Cancellation Of Contract And Compensation	After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to select and carry out the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.	Suggestion	We request the Client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us.	No Change
59		3.1.29 Ownership of Deliverables	Ownership of Deliverables	Deviation	<p>No protection to our pre-existing IPRs</p> <p>There are innumerable intellectual property rights ("IPRs") that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you. In order to protect our ownership in them, we request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you. We request you to kindly include the below clause.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables or are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs solely for use of deliverables for client's internal business operations.</p>	Shall be discussed with the successful Bidder.

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60		No Clause in RFP	NA	Suggestion	Client is requested to limit consultant's liability to 1X of the total contract value. It is also the normal industry practice. Client may consider including the following language: Purchaser/Client agrees that Consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	No Change
61		No Clause in RFP	NA	Suggestion	No process fo indemnity The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense; (iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnifying Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnifying Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting	Please refer to RFP Clause no. 3.1.20 on Indemnity

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62		No Clause in RFP	NA		<p>Fees payable on termination</p> <p>In the event of termination, we need to be paid for all the services performed upto the effective of termination. In view of the foregoing, the Client is requested to include the following clause: "The Client shall make payment of fees for all services performed upto the effective date of termination."</p>	Termination will be based on non satisfaction of services, hence not sceptable.
63		No Clause in RFP	NA		<p>Not sole and exclusive remedy</p> <p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	Not acceptable
64		No Clause in RFP	NA		<p>There is no restriction on the usage of deliverable. No third party disclaimers.</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. In view of the foregoing, we request inclusion of the following clause: "The deliverables and reports are provided by PwC in consideration of specific requirements of the Client. As such PwC owes a duty of care only to the Client. In view of the foregoing, the Client agrees not to disclose any reports or deliverables provided by PwC to any third party, unless otherwise agreed by PwC in writing. Client agrees to reimburse PwC for any liability that PwC may incur in connection with any claim by a third party owing to reliance on the reports or deliverables, if disclosed by the Client to such third party. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services."</p>	No change

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S. No	Pg no	Section	Clarification point as stated in bid document	Query/deviation	Query	Query response
65		No Clause in RFP	NA		<p>No acceptance criteria</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure suggested below, to ensure that acceptance of deliverables is not denied or delayed and feedback, if any, are received by us well within time. We request you to consider inclusion of the following clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	No change
66		Technical Criteria	The number of ISO27001 consultancy projects carried out in India leading to ISO27001 certification/recertification of the client.	Query	Kindly elaborate	Please refer to RFP Document technical evaluation criteria.
67		Section – IV – Annexure B - Consultant's Selection/Evaluation Process - Technical Evaluation Criteria	The number of ISO27001 consultancy assignments carried out in India. For each Consultancy Assignemnt: 3 Maximum Marks : 9		<p>Request you to consider combining these project specific criteria and change it to –</p> <p>"The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in India." OR "The number of ISO27001 consultancy assignments / projects certification/ recertification of the client carried out in BFSI in India."</p>	No Change