

**Corrigendum for Empanelment of Information/Cyber Security Auditors w.r.t RFP Reference No.: NHB(ND)/AD/A-1162/2019**

| S. No. | Page No. | Clause No. | Existing clause  | Modified clause as per the views of the Committee  |
|--------|----------|------------|--|--|
| 1      | 5        | 1.         | Last date and time for sale of Bidding Documents 28.02.2020<br>Last date and time for receipt of Bidding Documents 28.02.2020<br>Date and Time of Technical Bid Opening 02.03.2020   | Last date and time for sale of Bidding Documents <b>11.03.2020</b><br>Last date and time for receipt of Bidding Documents <b>11.03.2020</b><br>Date and Time of Technical Bid Opening <b>13.03.2020</b>  |
| 2      | 11       | 5.2.3      | Fixed/addressing the Security flaws, gaps, loopholes, shortfalls, vulnerabilities in deployment of applications/systems, web-facing applications which can be fixed immediately.   | <b>Recommending fixes &amp; solutions</b> addressing the Security flaws, gaps, loopholes, shortfalls, vulnerabilities in deployment of applications/systems, web-facing applications which can be fixed immediately.   |
| 3      | 12       | 5.2.5      | Creating awareness among NHB employees on issues related to IT Security and impart training in security aspects at various operational levels:-<br><br><ul style="list-style-type: none"> <li>• Administrative Level</li> <li>• User Level</li> <li>• Information Security Audit Training</li> </ul> | Creating awareness among NHB employees on issues related to IT Security and impart training in security aspects. <b>The training shall be carried out at Delhi in 3 sessions, on a single/two days.</b>  |
| 4      | 15       | 5.4        | After empanelment of IS Auditors, from the list of empanelled IS Auditors, commercial bids would be called and the L1 (lowest) bidder shall be selected for carrying out IS Audit. The selected vendor has to depute their officials at  | After empanelment of IS Auditors, from the list of empanelled IS Auditors, commercial bids would be called and the L1 (lowest) bidder shall be selected for carrying out IS Audit. The selected vendor has to depute their officials at NHB Delhi and Mumbai for |

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|   |           |              | NHB Delhi and Mumbai for conducting IS Audit within 10 days of placement of work order/service contract. The timeframe for completion of Phase - I of the project would be 4-6 weeks and that for Phase - II would be 2-3 weeks.  | conducting IS Audit within <b>15 days</b> of placement of work order/service contract. The timeframe for completion of Phase - I of the project would be 4-6 weeks and that for Phase - II would be 2-3 weeks.  |
| 5 | 29        | 8.a<br>MEC 4 | The bidder Company should have at-least 25 qualified Information Security / Cyber Security professionals (DISA/CISA/CISM/CDAC /CEH/ISO 27001 certified) in their payroll.   | The bidder Company should have at-least 25 qualified Information Security / Cyber Security professionals (DISA/ <b>OSCP</b> /CISA /CISM/CDAC/CEH/ISO 27001 certified) in their payroll.   |
| 6 | 29,<br>30 | 8.a<br>MEC 6 | The Bidder firms should not have been black listed/ debarred by any Government Financial Institutions /Banks/ RBI/ ICAI/ IBA / Government / Semi Government Departments/ PSUs / in India during last 5 years and Blacklisting should not be in force.   | The Bidder firms should not have been black listed/ debarred by any Government Financial Institutions /Banks/ RBI/ ICAI/ IBA / Government / Semi Government Departments/ PSUs / in India during last 5 years and Blacklisting should not be in force.<br><br><b>(Self-declaration would be acceptable)</b>  |
| 7 | 31        | 8.b TEC<br>3 | Details of the qualified professionals on the role of the firm handling IS/ Cyber Audit. Following professional qualifications will be considered:<br>[DISA/CISA/CISM/CDAC /ISO 27001 certified]<br><br>More than 75 professionals (20 Marks)<br>More than 50 but ≤ 75 professionals (15 Marks)<br>More than 25 but ≤ 50 professionals (10 Marks) | Details of the qualified professionals on the role of the firm handling IS/ Cyber Audit. Following professional qualifications will be considered:<br>[DISA/CISA/CISM/CDAC/ <b>CEH</b> / <b>OSCP</b> /ISO 27001 certified]<br><br>More than 75 professionals (20 Marks)<br>More than 50 but ≤ 75 professionals (15 Marks)<br>More than 25 but ≤ 50 professionals (10 Marks) |

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| 8  | 33 | General Terms and Conditions 10.13 | Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.  | Time and quality of the service are the essence of this agreement/contract. <b>Failure to adhere to same will attract a penalty as under para 10.14.</b>  |
| 9  | 70 | Annexure XIII (SLA) 2.8.4          | Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.   | <b>The entire contract is to be completed in full and any prior termination / inability to complete the project by the bidder shall result in no payment and forfeiture of EMD and PBG submitted by the bidder. No request for pro-rata payment shall be entertained by the Bank.</b>   |
| 10 | 72 | Annexure XIII (SLA) 3.10           | The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made | The Consultant shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of |

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|    |    |                              | <p>by employees who are deployed by the Consultant against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.</p>                                       | <p>remuneration and non-provision of benefits in accordance with the statutes/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA. <b>However, the indemnification of the damages/losses shall be subject to the final decision of the courts/ tribunals/ quasi-judicial bodies.</b></p> |
| 11 | 72 | Annexure XIII (SLA) 3.11 (i) | <p>The Consultants aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action contract rate per week delay in submission of audit report &amp; audit compliance report in phase - I, II and phase - III respectively giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _____ times of the total contract value.</p> | <p>The Consultants aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, <b>shall be limited to total contract value.</b></p>   |

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| 12 | 72 | Annex<br>ure XIII<br>(SLA)<br>3.11 (iv) | New Sub Clause | <b>Under no circumstances, the consultant shall be liable to NHB for any, indirect, incidental, consequential, special or exemplary damages, save and except as otherwise agreed in the Agreement.</b> |
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