

## Corrigendum

Sl	Category	Existing Clause	Modified/New Clause
1	Annexure VI, point 5	All bidders are required to submit Pre-Contract Integrity Pact as per the format provided in Annexure. - Declaration to be submitted on a <b>Rs. 200/- stamp Paper</b> as per the format in attached Annexure IV	All bidders are required to submit Pre-Contract Integrity Pact as per the format provided in Annexure. - Declaration to be submitted on a <b>Rs. 500/- stamp Paper</b> as per the format in attached Annexure VII.
2	Annexure VI, point 6	The vendor team proposed for rendering the services must have a minimum of 05 years (FY2018-19 to FY2023-24) of experience in Cyber Security Incident Response and Forensics Incident investigations Services.	The vendor team proposed for rendering the services must have a minimum of 03 years (FY2020-21 to FY2023-24) of experience in Cyber Forensics Incident Investigations Services.
3	Annexure VI, point 8	The bidder must have at least 3 on roll employees having project specific relevant experience on Consulting Services/Solutions Implementations of which one must be a forensic expert with CHFI certification.	The bidder must have at least 3 on roll employees having project specific relevant experience on Consulting Services/Solutions Implementations of which one must be a forensic expert with certificate/ degree/ diploma in cyber forensic after graduation.
4	New, Annexure- VII	Not Applicable	<p><b>Pre Contract Integrity Pact</b>            (On Bond Paper Value of ₹ 500/- to be submitted by all bidders)            Between  <b>National Bank for Agriculture and Rural Development (NABARD)</b>            hereinafter referred to as “<b>The Principal</b>”            And            ..... hereinafter referred to as “<b>The Bidder/Contractor</b>”</p> <p><b>Preamble</b>            The Principal intends to award, under laid down organizational procedures, contract/s for ..... . The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).</p>

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

**Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

**Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidders(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 – Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitors appointed for NABARD are  
Dr. Sanjay Kumar Panda, IAS (Retd), Sidheswar Sahi, Cuttack City,

Cuttack District, Odisha – 753008, Email : sanjaypandaias@gmail.com  
Shri Jagdeep Kumar Ghai, P&TA, FS (Retd), Falt 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai – 400706. Email :  
jkghai@gmail.com

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NABARD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor

may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal) (For & on behalf of the Bidder/contractor)  
(Office Seal) (Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

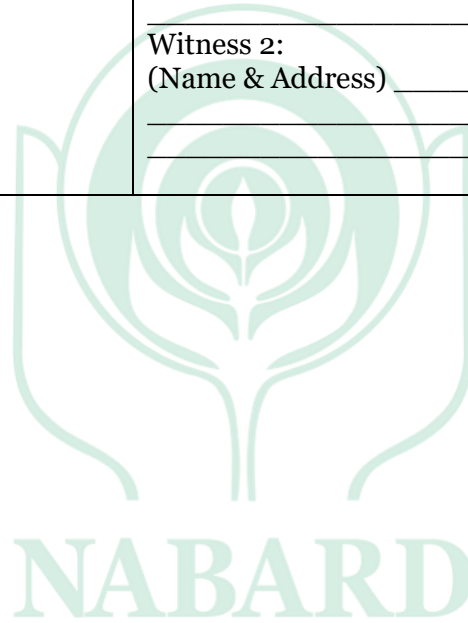
Witness 1:  
(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness 2:  
(Name & Address) \_\_\_\_\_

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### PRE-BID Replies

Sr.No.	RFP Clause No.	Existing Clause	Query/Suggestions	Corrigendum Response
1	Annexure IV, Point 5	All bidders are required to submit Pre-Contract Integrity Pact as per the format provided in Annexure.  Declaration to be submitted on a Rs. 200/- stamp Paper as per the format in attached Annexure IV	Format for Pre-Contract Integrity Pack is provided in the RFP, kindly share the format	Please refer to the corrigendum.
2	Annexure IV, Point 5	Precontract Integrity Pact	It was observed that the Integrity Pact document was not included in the tender documentation, as this will be a mandatory requirement. Thus, we kindly request inclusion of the mentioned document.	Please refer to the corrigendum.
3	Annexure IV, Point 5	Precontract Integrity Pact	We are unable to locate the format for the stamp paper mentioned in Annexure IV within the provided document. Please find below a screenshot for your reference	Please refer to the corrigendum.
4	Annexure IV, Point 5	Pre-Contract Integrity Pact:	Can you provide a sample format for the Pre-Contract Integrity Pact that needs to be submitted on a Rs. 200/- stamp paper?	Please refer to the corrigendum.
5	Annexure IV, Point 6	The vendor team proposed for rendering the services must have a minimum of 05 years (FY2018-19 to FY2023-24) of experience in Cyber Security Incident Response and Forensics Incident investigations Services.	The Team would have 5 Years of Experience but the POs requirement to reduce to 3 Years, Can you also clarify that Cyber Security also includes DDOS as well as cloud Security	Please refer to the corrigendum.
6	Annexure IV, Point 8	The bidder must have at least 3 on roll employees having project specific relevant experience on Consulting Services/Solutions Implementations of which one must be a forensic expert with CHFI certification.	The candidate should have a post Graduate Degree in Cyber Security/Forensics as they would have more experience in terms of knowledge & Skills instead of certification	Please refer to the corrigendum.



7	Annexure IV, Point 8	<b>Eligibility Criteria Clarification:</b>	Can you provide more details on the specific qualifications and certifications required for the forensic expert with CHFI certification mentioned in the eligibility criteria?	Please refer to the corrigendum.
8	Annexure V, Point 12	The bidder should be able to retrieve information stored on the devices in a form useful to investigator.	Evidence recovery can be performed to the extent possible by the forensic investigators. Client to confirm if they are referring to data retrieval	Please refer to the RFP Annexure V point 12.
9	Annexure V, Point 14	The bidder should be able to perform technical capability building for Malware and Forensic Investigations program team through Skilled Workshops and Trainings from emplaned vendors through approval process.	How many session to be conducted in the tenure of 2 Years	The RFP is for selection of vendors for empanelment and not for award of actual work.  As and when required, Bank will request quotations from empaneled bidders and contract will be issued as per extant guidelines of the Bank.
10	Annexure V, Point 20	Provision of quick containment measures in case of inability to resolve the issues immediately, must be suggested wherever possible.	Recommendations for containment will be provided. Please confirm if support on implementing the containment measures are required as well ?	Please refer to the RFP Annexure V point 20.
11	Annexure V, Point 22	Training & Awareness session on latest trends & modus operandi etc. to be provisioned	How many session to be conducted in the tenure of 2 Years	The RFP is for selection of vendors for empanelment and not for award of actual work.  As and when required, Bank will request quotations from empaneled bidders and contract will be issued as per extant guidelines of the Bank.
12	Annexure V, Point 5	The bidder should be able to perform end-to-end security incident investigation, tracks all elements of a suspected compromise, including how the compromise initiated, which devices/systems were compromised, and the associated recovery process.	We understand our role will be limited to providing recommendations for recovery, execution of recovery step will be handled by NABARD team. Please confirm our understanding	Please refer to RFP clause Annexure V point 5.

13	Additional query	Experience and Minimum Eligibility Criteria	As we understand that the minimum eligibility criteria and the average annual turnover requirements appear to be quite modest given the extensive scope of work outlined. While these standards are well-considered, we believe that any relaxation in these points may compromise the quality of services rendered to your department.	Not a query.
14	Additional query	Scope of Work Details	Could you elaborate on the specific methodologies and tools that are preferred or required for conducting forensic analysis?	Please refer to RFP Annexure IV point 9.
15	Additional query	Scope of Work Details	What are the expected turnaround times and response times for incident investigations?	The RFP is for selection of vendors for empanelment and not for award of actual work.  The specific turnaround time and response time shall depend on the work allocated to the bidder as per extant guidelines of the Bank.
16	Additional query	Evidence Management	What are the detailed requirements for the management of evidence collected during forensic analysis to ensure it is admissible in court?	The bidder shall ensure to follow procedure established by law, including but not limited to Bharatiya Sakshya Adhiniyam 2023, RTI Act 2005, Information Technology Act 2000 etc and their subsequent amendments from time to time.
17	Additional query	Physical Visits	How frequently are physical visits to offices, DC/DR expected, and what are the specific locations where these visits might be required?	The RFP is for selection of vendors for empanelment and not for award of actual work.  As and when required, Bank will obtain quotations from the perspective bidders and the details shall be shared with bidder selected as per extant guidelines of the Bank.

18	Additional query	Training and Workshops	Can you provide more details on the scope and frequency of the technical capability building workshops and training sessions?	The RFP is for selection of vendors for empanelment and not for award of actual work.  As and when required, Bank will obtain quotations from the perspective bidders and the details shall be shared with bidder selected as per extant guidelines of the Bank.
19	Additional query	Consulting Services	What specific areas are to be covered under the consulting services for gap assessment and implementation of cyber security standards and business continuity management programs?	Please refer to the Annexure- V in RFP.
20	Additional query	Data Privacy and Residency:	What specific data privacy, secrecy, and data residency requirements must be adhered to during the forensic investigations?	Please refer to the Scope of work in RFP. It is as per internal guidelines, GoI, and various Acts of parliament, guidelines and other such instructions/policies/guidelines as prescribed by relevant authorities/agencies from time to time.
21	Additional query	Subcontracting:	Can you clarify the conditions under which subcontracting is allowed and the process for obtaining consent from the Bank?	Please refer to the RFP Annexure IV point 9.  The consent for the subcontracting shall be decided by the Bank on case to case basis.
22	Additional query	Licenses and Tools	What specific commercial licensed hardware and software tools are required for performing forensic investigations, and what is the expected duration of their validity?	Bidder has to use to use standard authentic/licensed/secure tools during Forensic investigation. Bidder should be authorized user of the same. Bank may ask license details, if required.
23	Additional query	Incident Investigation	What are the detailed expectations for the end-to-end security incident investigation process, including the tracking of all elements of a suspected compromise?	Please refer to the Scope of work in RFP.
24	Additional query	Reporting:	What format and level of detail are required for the investigation reports on the technical and executive aspects of the investigation?	It would be industry standard. However, format and details of the report would be shared with bidder selected whenever such situations arise.

25	Additional query	Financial Requirements	Are there any specific financial stability requirements or performance guarantees that need to be provided by the service providers?	<p>The RFP is for selection of vendors for empanelment and not for award of actual work.</p> <p>Performance guarantee, if any, may be requested by NABARD after the award of work as per extant guidelines of the Bank.</p>
26	Additional query	Dispute Resolution	Can you provide more details on the arbitration process and the role of the Bank's representative in resolving disputes?	Please refer to the RFP General Conditions of Empanelment.
27	Adhoc Query	NA	Is there an SIEM/EDR implemented for all systems under scope? Please provide the OEM details	<p>The RFP is for selection of vendors for empanelment and not for award of actual work.</p> <p>The specific requirements of work/ scope shall be communicated to the bidders selected as and when requirement arises.</p>
28	Adhoc Query	NA	Please provide the details of the client locations to be considered under scope	<p>The RFP is for selection of vendors for empanelment and not for award of actual work.</p> <p>The location shall be provided to the bidder, as and when work is allocated/ Purchase Order is issued.</p>
29	Adhoc Query	NA	Please provide the list of tools available with NABARD for Incident Response and Forensic Investigation	Please refer to the Scope of work in RFP.

NABARD