

Replies to the prebid queries for GEM/2024/B/5425649 dated 21/09/2024 for Selection of Cert-In empaneled Auditor for Comprehensive VAPT (Vulnerability Assessment and Penetration Testing), for the half year ending September 2024

SI No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
1	64	Annexure-9	Scope of Work	4	Does the Bank need network assets, server and databases assessed only from the perspective of an attacker, or Bank will also provide configuration files for review of configuration? Please provide the number of devices for configuration review.	Configuration Audit is not in scope
2	64	Annexure-9	Scope of Work	4	Are the servers self-hosted or hosted elsewhere?	Question is not clear. However, the servers are hosted on premises.
3	64	Annexure-9	Scope of Work	4	Are all the in-scope systems (Servers and Databases) available from a single network segment?	Multiple VLANs are configured
4	64	Annexure-9	Scope of Work	4	Please share the number of external IP and Internal IP addresses in scope of network VAPT assessment.	Details will be provided to the selected bidder
5	64	Annexure-9	Scope of Work	4	Is credentialed vulnerability scanning of the servers to be carried out?	Yes
6	65	Annexure-9	Scope of Work	5	Are there any applications to be tested that are hosted or managed by a third party, such as AWS, Azure, etc.?Is cloud testing in scope?	Yes. However Cloud testing is not in scope.
7	65	Annexure-9	Scope of Work	5	Approximately, how many Dynamic Pages (Or functionalities) are there in each user role for web applications?	Details will be provided to the selected bidder
8	65	Annexure-9	Scope of Work	5	Are the applications internet-facing or internal?Is thick client in scope?	All types - Internet Facing, Internal, Thick Client applications are in scope.
9	65	Annexure-9	Scope of Work	9	kindly share the approx. size of the in-scope Web applications as per below reference Small: 0-50 pages Medium: 50-100 pages Large: 100-250 Very Large: 250+	Details will be provided to the selected bidder
10	65	Annexure-9	Scope of Work	9	Which platforms are in scope: iOS or Android?Please share the count	Both platforms, count will be shared after onboarding the vendor.
11	65	Annexure-9	Scope of Work	10	Bidder will be provided with the necessary credentials and access to perform the ATM Penetration testing?	Yes
12	65	Annexure-9	Scope of Work	10	Are there specific regulatory guidelines we need to adhere to during ATM Penetration testing?	Yes, as per RBI, CERT-In and other regulatory bodies guidelines.
13	65	Annexure-9	Scope of Work	10	What specific components of ATM are in scope?	As per regulatory guidelines
14	65	Annexure-9	Scope of Work	11	What is the approximate total number of API endpoints? Will the APIs be separate, or will they be integrated with the web application?	API Assessment is not in SCOPE.
15	68	Annexure-9	Scope of Work	11c	Will brute forcing the application be in scope	No
16	72	Annexure-9	Scope of Work	12-b	The cost for the license key for tools like nessus, burpsuite, etc., shall be incurred by bidder/bank?	Nessus will be provided by Bank. Bidder should have their own Burpsuite license.



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17	73	Annexure-9	Scope of Work	12-V	Will the bank provide the laptops for auditors to use during the testing process?	Bank will not provide the laptops. Vendor have to perform security testing from Bank's system only. Only public facing application testing can be done from auditor's laptop.
18	53	Annexure-2	6	The Bidder should be CERT IN empaneled security Auditor as on date of RFP bid submission with at-least 5 years (i.e., 2019-20, 2020-21, 2021-22 and 2022-23, 2023-24) continuous empanelment by CERT-IN without any de empanelmen	We are CERT-IN empanelled from 2020-21 from last 4 years without any de empanelment and request to change the clause to last 3 years of empanelment	Bidder to comply with RFP terms and Conditions
19	10	SECTION B - INTRODUCTION	5	5.1 * Bank at its discretion may increase or decrease the no. of assets during the contract period.	What percentage of change can be expected?	Details will be provided to the selected bidder
20	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1	1.4 Timeline (in months)	Please confirm if this timeline will be changed if there are dependencies on canara to provide required information for carrying out the testing?  Will be changed if there is an increase in the number of assests ?	For Bank dependencies, timelines will be changed as per RFP terms.  All assets will be provided before commencement of the activity.
21	65	Annexure-9	4	VAPT testing of any assets	Are the mentioned assests internal or external ? Will bank provide nessus tool to run scans for all servers, database and network devices in scope?	Yes, Both internal and external assests are included in scope.  Yes
22	65	Annexure-9	5	web application security testing	Black box, gray box or white box testing to be carried out ? Mentioned as whitebox in 11.b - please confirm.	Depends on case to case, will be informed to the selected bidder.
23	65	Annexure-9	8	Mobile Application security testing	How many assests are android and how many are IOS?	Details will be provided to the selected bidder



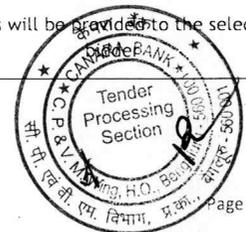
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24	65	Annexure-9	10	Malware attacks on the ATMS, PT for ATM on random basis based on regulatory guidelines (Bank will select the 10 ATMs on which VAPT need to be done).	This is not mentioned in the costing. Is it in scope ?	VAPT on ATM machines also need to be performed, which is part of the scope.
25	65	Annexure-9	11	API security testing	This is not mentioned in the costing. Is it in scope ?	During application testing if any API is encountered, that will be in scope of work. There will be no separate API testing.
26	65	Annexure-9	11	API and application security testing •Removing the unused or dead code from source code which helps to decrease runtime footprint as well as keeps security in check.	Source code review is not mentioned in the costing. Is it in scope ?	During application testing if any API is encountered, that will be in scope of work. There will be no separate API/source code testing.
27	72	Annexure-9	12 b	Exercise should be carried out from the bank premises only.	Testing to be carried out of a single canara bank office premises or will there be a need to visit other office locations ? Bangalore	single canara bank office premise & if required to be visit other office location within Bangalore



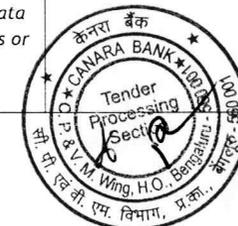
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28	72	Annexure-9	12b	<p>Appropriate updated commercial tools (e.g., Appscan, Nessus, Accunetix, Burp suite, Qualys etc. and other duly tested tools/ techniques) should be used for each phase of the test to increase the efficiency effectiveness of audit. The auditor is to ensure that only licensed/proprietary audit tools are used for carrying out all the audit activities.</p> <p>The use of freeware/shareware shall be avoided and auditor shall inform the details of audit tools in advance.</p>	Who will bear the licensing cost for tools?	Nessus will be provided by Bank. Bidder should have their own licenses for all other tools.
29	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.2	Project Timelines	Our understanding is that only one round of revalidation will be performed for each asset/application during the revalidation phase. Could you please confirm if this is correct?	Until all observations are closed, revalidation may be required multiple times.
30	75	Annexure-10 Technical Evaluation Criteria	Annexure-10	The bidder should be able to deploy at-least 4 professionals on site, if required for conducting the assessment on Bank's request with relevant qualifications and having a minimum of 5 years of experience in conducting the similar kind of assessment.	Can the external penetration testing activities be performed remotely?	Yes
31	80	Annexure-15 Bill of Material	Annexure-13	Cost for VAPT Assessment for the half year September 2024	Could you please confirm the count of Grey Box and Black Box application assessments required?	Details will be provided to the selected bidder.



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32	80	Annexure-15 Bill of Material	Annexure-14	Cost for VAPT Assessment for the half year September 2024	Can you provide the counts for web applications (public), web applications (internal) as well as Android and iOS applications?	Details will be provided to the selected bidder
33	80	Annexure-15 Bill of Material	Annexure-15	Malware attacks on the ATMS, PT for ATM on random basis based on regulatory guidelines (Bank will select the 10 ATM on which VAPT need to be done).	Should the bidder perform VAPT on the selected 10 ATMs in addition to the counts of servers/applications mentioned in the Commercial Bid format?	Not in Scope
34	72	Annexure - 9	C II	On requirement, Auditors should carry out Comprehensive attack penetration testing on lean business hours for the bank.	We assume that the external attack penetration testing will be conducted during off-business hours or on weekends. Please confirm	Activity should be conducted without affecting business as per timelines. Team should be available on all working days of the bank.
35	104	INDEMNITY:	14.2.2.	The limits specified in below 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.	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	Bidder to comply with RFP terms and Conditions
36	No clause in RFP	Limitation of Liability	No clause in RFP	Indirect and consequential losses are not excluded from liability	Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  "Purchase/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."	Bidder to comply with RFP terms and Conditions



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37	No clause in RFP	Confidentiality Obligations	No clause in RFP	Exceptions to confidential information are not provided	<p>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 the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p><i>"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 under the (Indian) Right to Information Act."</i></p>	Bidder to comply with RFP terms and Conditions
38	No clause in RFP	Confidentiality Obligations	No clause in RFP	Parties to whom information can be disclosed is not documented	<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><i>"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."</i></p>	Bidder to comply with RFP terms and Conditions







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47	Pg 38	Conflict of interest	CL 11	Several conflict of interest related obligations on us and there are certain declaration requirements	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Bidder to comply with RFP terms and Conditions
48	15	Liquidated damages	4.1	LDs capped at 10 %	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Bidder to comply with RFP terms and Conditions
49	No clause in RFP	Liquidated damages	No clause in RFP	Not sole and exclusive remedy	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.	Bidder to comply with RFP terms and Conditions
50	No clause in RFP	Liquidated damages	No clause in RFP	Not limited to solely our fault	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Bidder to comply with RFP terms and Conditions
51	No clause in RFP	IPR	No clause in RFP	No protection to our pre-existing IPRs	<p>There are innumerable 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 just because we are using them for providing services to you, like we use these for other clients. 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 in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p><i>"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, 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 for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</i></p>	Bidder to comply with RFP terms and Conditions
52	104	15. RIGHT TO AUDIT:	15	Widely worded audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable 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.	Bidder to comply with RFP terms and Conditions



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53	No clause in RFP	No third party disclaimer	No clause in RFP	There is no restriction on the usage of deliverable. No third party disclaimers.	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. 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. Please confirm our understanding is correct.	Bidder to comply with RFP terms and Conditions
54	No clause in RFP	Acceptance	No clause in RFP	No acceptance criteria	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"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."</i></p>	Bidder to comply with RFP terms and Conditions
55	22	Section 6	Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	GeM Bid document (Page No. 2) clearly mentioned EMD exemption to MSE registered firms who are manufacturer or service providers of IT Security services required as per this RFP so please clarify regarding EMD submission for this tender bid.	The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Bidder to refer the Policy guidelines issued by the Gov of India regarding Micro, Small & Medium Enterprises.



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56	54	Annexure-2	Pre-Qualification Criteria	The Bidder should have provided same Category of Assessment(s) in the last three financial years before the bid submission date to any Central / State Govt Organization / PSU / Public Listed Company/BFSI sector in India.	The Value of P.O.'s for each of the FY's should be clearly mentioned otherwise the buyer will receive lot many bids from vendors having less IT security audit expertise.	Bidder to comply with RFP terms and Conditions
57	11	Section B	Introduction	For smooth completion of project, the selected bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank	Please clarify the deployment mode for this Project whether onsite/Offsite/ Hybrid. Also, provide the no. of professionals required to be deputed if the deployment is onsite	At least 4 professionals are required to be deputed at bank's premises for the activity.
58	64	Annexure-9	Scope of work	Scope of work	Does bank have any preferred tools or platforms for vulnerability assessments, penetration testing, or reporting?	Open source tools are not allowed.
59	54 of 111	Point no. 6,	Annexure 2 Pre Qualification Criteria	The Bidder should be CERT-IN empaneled security Auditor as on date of RFP bid submission with at-least 5 years (i.e., 2019-20, 2020-21, 2021-22 and 2022-23, 2023-24) continuous empanelment by CERT-IN without any de-empanelment	Change requested: The Bidder should be CERT-IN empaneled security Auditor as on date of RFP bid submission with at-least 3 years (2021-22 and 2022-23, 2023-24) continuous empanelment by CERT-IN without any de-empanelment	Bidder to comply with RFP terms and Conditions

Date: 04-10-2024  
Place Bengaluru

