





OFFICE OF THE MANAGING DIRECTOR Regd. Office:(FIRST FLOOR), BIJULEE BHAWAN, PALTANBAZAR; GUWAHATI - 781001

CIN: U40101AS2003SGC007238 GSTIN: 18AAFCA4973J9Z3

PHONE: 0361-2739520 Web: www.aegcl.co.in

MINUTES OF THE PRE-BID MEETING

The Pre-Bid meeting against the Bid Identification No.: AEGCL/MD/IT/Cyber Security Consultant/2021/11 for providing consultancy services to AEGCL for Cyber Security Assessment, Preparation of Cyber Security Policy, Security Audit and ISO/IEC 27001 certification was held on 20-09-2021 at 11:30 AM in the SLDC, Conference Room.

Names of members attended from AEGCL:

- 1. Modan Mohan Brahma, CGM (T&C and Communication) cum CISO AEGCL
- 2. P Borah, CGM SLDC
- 3. Uday S, Nath DGM (BD&T) cum DGM (IT) i/c, AEGCL
- 4. Pranab Saha, AGM (IT-SCADA), AEGCL
- 5. Arup Sarmah, AGM Communication Lower Assam, AEGCL
- 6. Rupjyoti Das, DM (IT), SLDC
- 7. Nilutpal Bhattacharjee, AM (IT), SLDC Notific Blatz
- 8. Akalpita Das, AM (IT), AEGCL
- 9. Maitreyee Sarma, AM (IT), AEGCL
- 10. Abdul Kassim, JM (IT), SLDC

Prospective Bidders attended the Pre-Bid Meeting via Video Conference

- 1. Shreshta Mittal, AKS Information Technology Services Pvt. Ltd.
- 2. Shivam Upadhyay, AKS Information Technology Services Pvt. Ltd.
- 3. Priyam Handa, Grant Thornton
- 4. Sagar Gupta, A3S Tech & Co.
- 5. Damodaran C, Ernst & Young LLP,
- 6. Deepu P. V. Ernst & Young LLP
- 7. Mohammad, Deloitte Touche Tohmatsu India LLP
- 8. Shailendra Singh Rawat, CODEC Networks
- 9. Sushobhan Mukherjee, PRIME INFOSERV LLP.
- 10. Mita Roy, PRIME INFOSERV LLP,
- 11. Vivek SP, InnSpark Solutions Pvt Ltd









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Queries on the Bid document:

SI. No.	Documen t	Claus e No. / Page No.	Clause	Query	Suggestion	AEGCL's Response
1	RFP	3/9, S. No. 1	Eligibility Criteria The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in 3 organizations. • At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU • At least 1 should be from Power sector utilities. At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.5 Lakhs	Request you to kindly modify Clause as below: • At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU / Enterprises/Banks/Financi al Institutions • At least 1 should be from Power sector utilities/ Financial Institutions/ Banks		The clause is modified as: Experience of ISMS Implementation & ISO 27001 / certification in 3 organizations. 1. At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU / Enterprises/Banks/Financial Institutions 2. At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.3 Lakhs.

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2	RFP	3/9, S. No. 2	Eligibility Criteria The bidder should have minimum 3 certified resources of ISO 27001 Lead Auditor / Lead Implementer and at least 1 of them should be CISA / CISSP certified. These persons should have more than 5 years of experience in ISMS (ISO 27001) implementation.	We request you to kindly modify the clause as below: The bidder should have minimum 3 certified resources of ISO 27001 Lead Auditor / Lead Implementer and at least 1 of them should be CISA / CISSP certified. These persons should have more than 3 years of experience in ISMS (ISO 27001) implementation.	No Change
3	RFP	4.2/ 11, S. No. A	Evaluation of Technical Bids Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for PSUs/ Central or State Govt. organizations.	We request you to kindly modify the clause as below: Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for PSUs/Banks/ Financial Institutions/ Enterprises Central or State Govt. organizations.	The clause is modified as: Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for PSUs/ Banks/ Financial Institutions/ Enterprises Central or State Govt. organizations.

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4	RFP	4.2/ 11, S. No. A	Evaluation of Technical Bids Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for Power sector organization of Central or State Govt./ SLDC/ RLDC/ NLDC or Private Power Transmission/Distribution utilities of India in last 4 years	We request you to kindly modify the clause as below: Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for Power sector/ IT sector/Banking/ Financial organization of Central or State Govt./ SLDC/ RLDC/ NLDC or Private Power Transmission/Distribution utilities/ Financial Institutions/ Banks of India in last 4 years	No change
5	RFP	Form- B/34, S. No. A	Form - B: EVALUATION OF PARAMETERS Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for PSUs/ Central or State Govt. organizations.	We request you to kindly modify the clause as below: Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for PSUs/Banks/ Financial Institutions / Private Sector Central or State Govt. organizations	The clause is modified as: Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for PSUs/ Banks/ Financial Institutions / Private Sector Central or State Govt. organizations

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6	RFP	Form- B/34, S. No. C	Form - B: EVALUATION OF PARAMETERS Valid CISA/ EC Council certified ethical hacking resources.	We request you to kindly modify the clause as below: Valid CISA/ EC Council certified ethical hacking resources/CISSP	No change
7	Additional Clause		Indemnity	Request you to kindly add Indemnity Clause as below: AEGCL shall indemnify the Purchaser for all the losses incurred in connection with any third-party claim, which have resulted from the Clients own acts and/ or omissions and/or fraud and/or bad faith and/ or negligence. The extent and reason of the loss will be as determined by the authority adjudicating the third-party claim.	Please refer to the SI. No. 8 of this document. Refer to the added Clause No. 20 under Section I

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8 Additional Clause	Limitation of the Bidder's Liability towards the Purchaser	Request you to kindly add the below clause The Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are. provided) shall not recover from the Bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or-otherwise relating to the Services.	A new clause for limitation of liability under section-I, Clause No.20 is added as below: 20. Limitation of Liability: a) The bidder shall not be liable to the employer (here it AEGCL) whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to the employer and b) The aggregate liability of the bidder to the employer, whether under the contract in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to any obligation of the bidder to indemnify the employer with respect to intellectual property rights infringement. Provided the above limitations do not exclude or limit any liabilities of either party in ways not permitted by applicable law
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	u 25 _		
		Request you to kindly	
		add the clause of non- solicitation:	
		Solicitation.	
	Al .	During the Restricted	
		Period, no Engagement	
		Personnel of either party	
		shall solicit for	
		employment any	
		Engagement Personnel	
1.		of the other party. "Engagement	
		Personnel" shall be	
		defined as only those	
		personnel of either party	
		who a) are directly	
		involved in the provision	
9	Additional Clause	of Services under the applicable Statement of	Not required
		Work, or b) are the	
		direct recipients of such	
		Services. The	
		"Restricted Period" shall	
		be defined to include a)	4
1		the Term of the	
		applicable Statement of Work, b) a period of 12	
		months after the	
		expiration of such Term,	
		and c) for those	
		Engagement Personnel	
		whose involvement as a	
		direct provider or	
	37	recipient of Services	
		ends prior to the expiration of the Term,	
		expiration of the Term,	

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for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools.	involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non- Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology				
		involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non- Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology			



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				Request you to kindly		
				include the below clause		1
				under Force Majeure		
						7
				Force Majeure to		
				facilitate remote		* "
				working.		
				•To the extent that the		
				provision of the Services		
				is impacted by a		. 1
				pandemic (including		i
	11			COVID-19) and any		'
				reasonable concerns or		
				measures taken to		
				protect the health and		
				safety interests of either		
				Party's personnel, the Parties will work		
10		16/20	Force Majeure	together to amend the		No change
				Agreement to provide for		
				the Services to be		
				delivered in an		
				appropriate manner,		
				including any resulting		
				modifications with		
				respect to the timelines,		
				location, or manner of		
	v			the delivery of Services.		
				•Where the Bidder	1	
				Personnel are required		
				to be present at Client's		
				premises, the Bidder will		
	4			use reasonable efforts to		
				provide the Services on- site at Client side,		
	L	1		provided that, in light of		

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	a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent o any government or similar entity implements restrictions that may interfere with provision of onsite Services; o either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or o a bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic related	
	she is unable or	

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1	1	i .				r
				Request you to add the		
				below clause under		
1				Termination for Default		*
		·				
				In the event of		
				termination of this		and the state of t
		-		Contract due to any	*	
		7		cause whatsoever, the		
				Contract with stand		
				cancelled effective from		
				the date of termination		
				of this Contract		
				2. In case of exigency, if		
				the Purchaser gets the		
				work done from		
		17/20	Termination	elsewhere, the difference in the cost of		No change
				getting the work done	G-	
		k "		shall be borne by the		
				Consultant		
				Where the termination		
				of the Contract is prior to		
				its stipulated term on		
				account of a Default on		
				the part of the		
	In .		las	Consultant or due to the		
				fact that the survival of	,	4
				the consultant as an	-	7
				independent corporate		
				entity is threatened/ has		
				ceased, or for any other		
				reason, whatsoever, the		

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	Purchaser through redetermination of the consideration payable to the consultant as agreed mutually by the Purchaser and the consultant may pay the consultant for that part of the Services which have been authorized by the Purchaser and performed by the consultant up to the date	
1		
1		
-		
	of termination. Without	
	prejudice any other	
	rights, the Purchaser	,
*	may retain such	
	amounts from the	
	payment due and	
	payable by the	
	Purchaser to the	

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c	onsultant as may be					
r	equired to offset any					
	osses caused to the					
	irchaser as a result of		- 1			
	y act/ omissions of the					
	consultant. In case of		- 1			
	y loss or damage due		1			
to	default on the part of		1			
	the consultant in		1			
	performing any of its		1			
	bligations with regard					
to	executing the Scope					
	of Work under this					
	ontract, the consultant		1			
S	shall compensate the					
	urchaser for any such		1			
	ss, damages or other		1			
	costs, incurred by the		1			
	urchaser. Additionally,					
	other members of its		ì			
tea	am shall perform all its					
	obligations and					
ſ	esponsibilities under		1			
	this Contract in an		. 1	1		
	identical manner as		3			
	vere being performed		- 1			
	before the collapse of e Bidder as described					
"	above in order to					
	execute an effective					
	transition and to					
	maintain business					
	continuity.					
	Nothing herein shall					
	estrict the right of the					
P	urchaser to invoke the					
	aronaser to invoke the	 			 	

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	Bank Guarantees furnished hereunder, and pursue such other rights and/ or remedies that may be available to the Purchaser under law 5. The termination hereo shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination	r f	
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12	E-Tender Notice	3- Eligibility Criteria	At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.5 Lakhs	As per guidelines issued by Ministry for MSME, criteria of prior experience and turnover should be exempted for MSME registered bidders.	Request you to kindly extend the exempetion to bidders with valid MSME certificate	No change
13	E-Tender Notice	3- Eligibility Criteria	The bidder should have annual average turnover of Rs. 50 lakhs in any 3 (three) consecutive financial years within the last 5 (five) financial years (i.e., from 2016-17 to 2020-21)	As per guidelines issued by Ministry for MSME, criteria of prior experience and turnover should be exempted for MSME registered bidders.	Request you to kindly extend the exempetion to bidders with valid MSME certificate	No change
14	E-Tender Notice	Scope of Work	Onsite Consultancy	Provide onsite consultancy during ISO 27001 Surveillance and Certification and Internal and External Certification Audits at AEGCL and SLDC.	In the wake of COVID outbreak, is there a feasibility to conduct the engagement remotely	No Change: However, gap analysis and VA-PT of the physical systems at AEGCL premises has to be done onsite. Depending on the nature of the engagement, with proper approval of AEGCL, offsite support may be provided.
15	RFP	2.3 Pre-Bid meeting Pg. no. 6	Key Events & Dates, Point -5, Bid submission end date & time 14:00 Hrs of 04.10.2021	We request AEGCL to extend the bid submission date by at least four weeks from the date of release of response to pre-bid queries/	The extension is being sought in view of the time taken for arranging various legal requirements and financial statements.	Refer to the Time Extension I

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				corrigendum/last date for submission so that we can have sufficient time to respond in line to AEGCL's requirement.		
16	RFP	3. ELIGIBILITY CRITERIA Pg. no. 9	The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in 3 organizations • At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU • At least 1 should be from Power sector utilities. • At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.5 Lakhs	We would request AEGCL to consider the following The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in minimum 10 organizations • At-least 5 out of 10 organizations should be from Central / State Govt. institution or PSU • At least 1 should be from Power sector utilities. • At least 4 completed work of ISMS (ISO 27001) costing not less than Rs.50 Lakhs	Copy of Purchase Order (PO) / Work Order (WO)/Work in progress/Client satisfactory certificate/Completion certificate from the client with values can be considered as the compliance for same.	No Change

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17	RFP	3. ELIGIBILITY CRITERIA, Pg. No. 9	The bidder should have minimum 3 certified resources of ISO 27001 Lead Auditor / Lead Implementer and at least 1 of them should be CISA / CISSP certified. These persons should have more than 5 years of experience in ISMS (ISO 27001) implementation.	"Based on our experience in similar kind of engagements, we have experienced that good technical skills are required to execute this kind of critical engagement. Therefore, we request you to set the number of qualified professionals to minimum of 25.		No Change
18	RFP	3. ELIGIBILITY CRITERIA, Pg. No. 10	The bidder should have annual average turnover of Rs. 50 lakhs in any 3 (three) consecutive financial years within the last 5 (five) financial years (i.e., from 2016-17 to 2020-21)	We request AEGCL to increase the annual average turnover criteria to 50 Cr and add annual turnover criteria for Information security and risk business of 10 crores also.		No Change
19	RFP	4.2 Evaluation of Technical Bids Pg. No. 12	D Average annual turnover of the Bidder for any 3 (three) consecutive financial years within the last 5 (five) financial years (i.e., from 2016-17 to 2020-21) must be at least Rs. 50 Lakh 50 lakhs up to 1 crore - 5 More than Rs. 1 crore - 10	We request to increase the annual turnover to 50 Cr. 50 cr to 100 cr – 5 More than 100 cr – 10 Also include turnover of 10 crores in information security and risk.	į. P	No Change

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20	RFP	4.2 Evaluation of Technical Bids Pg. No. 12	C. Certified resources like ISO - 27001 Lead Auditor; ISO/IEC or CISSP Lead Implementer. 2 - 5 More than 2 - 10	We request to modify it as 5 certified resources – 5 marks More than 5 certified resources – 10 marks	No Change
21	RFP	4.2 Evaluation of Technical Bids Pg. No. 12	C. Valid CISA/ EC Council certified ethical hacking resources 2 – 5 More than 2 - 10	We request to modify it as 5 certified resources – 5 marks More than 5 certified resources – 10 marks	No Change
22	RFP	5.2 Financial and Technical Scores Pg. No. 13	a) Technical Proposal – 70% b) Financial Proposal – 30%	We request to provide the calculation for QCBS scores.	Please refer to Section- I of Bid document, Clause No. 5, Sub- clause No. 5.1 and 5.2.
23	RFP	11. Confidentiality Pg. No. 15	A. Non-Disclosure Agreement has to be signed by the successful Bidder prior to commencement of work.	We request AEGCL to define the active period for NDA.	5 years after completion of work
24	RFP	14. Timelines, deliverables, and Payment Schedule 14.1 DELIVERY PERIOD Pg. No. 16	2. Submission of internal audit reports.	From our experience of doing similar kind of engagements; internal audits are usually conducted after implementing the ISMS policies and Procedures and allowing the organization to meet the minimum requirement. Considering this we request you to increase	No Change

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				the timeline for submission of Internal Audit report.	
25	RFP	14. Timelines, deliverables, and Payment Schedule 14.1 DELIVERY PERIOD Pg. No. 16	3. Providing the ISO/IEC 27001Certificate from Certification Body.	We request AEGCL to modify the activity since activity such as ISO 270001 certification is subject to external audit and certification agency and bidder will not have any direct control over this.	No Change The successful bidder shall arrange certification from Accredited Body (which would be decided by the bidder in consultation with AEGCL). The cost of certification, surveillance audit and any other cost associated with certification must borne by the bidder.
26	RFP	14. Timelines, deliverables, and Payment Schedule 14.1 DELIVERY PERIOD Pg. No. 16	4. Completion of Surveillance Audit-1 in 2nd year and submission of audit report by certification body.	We request AEGCL to modify the activity as "Providing support for conducting internal surveillance audit" since the actual surveillance audit will be conducted by the external agency.	The successful bidder shall perform the internal audit and provide support to AEGCL team during external audit.

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CIN: U40101AS2003SGC007238 GSTIN: 18AAFCA4973J9Z3

PHONE: 0361-2739520 Web: www.aegcl.co.in

27	RFP	14. Timelines, deliverables, and Payment Schedule 14.1 DELIVERY PERIOD	5. Completion of Surveillance Audit-2 in 3rd year and submission of audit report by certification body	We request AEGCL to modify the activity as "Providing support for conducting internal surveillance audit" since the actual surveillance audit will be conducted by the external agency.		The successful bidder shall perform the internal audit and provide support to AEGCL team during external audit
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28	RFP	14. Timelines, deliverables, and Payment Schedule 14.1 DELIVERY PERIOD Pg. No. 17	3 Compliance of CERT - In & Sectoral CERT Advisories/NCIIPC Frameworks	We request AEGCL to provide more insight on this.		CERT-In/CERT-GO/ CERT-TRANS/ CSK/NCIIPC and other govt. agencies issues advisories regarding vulnerabilities in our system. The consultant is expected to provide support for resolving the issues.
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29	RFP	14. Timelines, deliverables, and Payment Schedule 14.1 DELIVERY PERIOD Pg. No. 17	Six monthly Vulnerability assessment and penetration testing (VA/PT) of IT-OT systems, Applications and networks devices wherever applicable	We would request AEGCL to provide below details on web applications for better understanding of the scope of work related to external VA/PT, a) Number of static or dynamic pages b) Is there any mobile application? c) Development platform d) Details of technology being used etc e) Number of inputs fields per page These queries would help us to prepare the commercial bids more efficiently.		Please refer to Annexure III of Bid document For SLDC a) Number of static pages: 50 b) Is there any mobile application?: No c) Development platform/technology being used :PHP, MySQL, JQuery, HTML/CSS d) Number of pages having input fields:40 For AEGCL a) Number of dynamic pages: 90 b) Is there any mobile application?: No c) Development platform/technology being used :PHP, WordPress, Laravel d) Number of pages having input fields:60
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30	RFP	14. Timelines, deliverables and Payment Schedule Pg. No. 17	1.Develop IT/Cyber Security Policy, Framework and Implementation Plan, Cyber Crisis Management Plan. 4 Months from the date of work order	We request AEGCL to modify the timelines as "8 Months from the date of work order" as this phase depends on the current state assessment phase.		No Change
31	RFP	14. Timelines, deliverables and Payment Schedule Pg. No. 17	2.Support for IT/Cyber Security Policy Implementation. 7 Months from the date of work order	We request AEGCL to modify the timelines as "11 Months from the date of work order" as this phase depends on the current state assessment on S. No. 1.		No Change
32	RFP	14.2 DETAILS OF THE DELIVERABLES Pg. No. 18	Providing the ISO/IEC 27001 Certificate from Certification Body.	We request to modify this requirement as "Providing support for the successful implementation of Iso/IEC 27001 and facilitate for external audit"		No change
33	RFP	14. 3 PAYMENT SCHEDULE Pg. No. 19	c) 30% of the PO amount shall be paid on providing the ISO/IEC 27001 Certificate from Certification Body.	Based on our experience of auditing similar engagements, we would request to modify this condition, as this is subject to external audit and certification agency Also, as the certification process is dependent on third party hence, we may request to kindly change payment to	~	No change

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				payment being released upon site being ready for external audit.	
34	RFP	15. SPECIAL TERMS AND CONDITIONS Pg. No. 20	(vi) If L1 bidder refuses/fails to accept the Letter of Intent (LoI), the offer would be treated as withdrawn and bidder's EMD will be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with AEGCL.	We request to modify this clause as "If L1 bidder refuses/fails to accept the Letter of Intent (LoI), the offer would be treated as withdrawn and bidder's EMD will be forfeited"	No change
35	RFP	1. IT Security Assessment and Gap Analysis 1.1 Physical Infrastructure Audit Pg. No. 24	Healthiness of the components through reports indicating the capacity utilization and corresponding scalability requirements. Effective utilization of Licenses, bandwidth and their future procurement etc.	Please confirm whether AEGCL is using any tools / solutions for monitoring these controls. Please confirm AEGCL is using any SAM solutions to manage the SW licenses within the organization. Also confirm whether the SW asset inventory is being maintained.	No such tools are being used. SW asset inventory is not maintained.

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36	RFP	1.2 Security and compliance Audit of	The Security and Compliance Audit would be conducted as per	We request to share the copy of these guidelines with us for our reference.	AEGCL specific guidelines cannot be shared, however for general guidelines, Ministry of Electronics & Information Technology (MeitY) / CEA / CERT-In /CERT-Go Sectoral CERTs official websites may be referred.
37	RFP	IT-OT infrastructure from the point of view of Information/Cyber Security Pg. No. 24	The Guidelines issued by the Ministry of Electronics & Information Technology (MeitY) / CEA / CERT-In /CERT-Go Sectoral CERTs / Govt. of India and provide recommendations to ensure integrity, confidentiality and availability of information and resources.	CERT being a nodal agency releases multiple advisories on various cases in such scenario it will be difficult for the bidder to identify which guidelines are AEGCL is specifically looking for.	AEGCL specific guidelines cannot be shared, however for general guidelines, Ministry of Electronics & Information Technology (MeitY) / CEA / CERT-In /CERT-Go Sectoral CERTs official websites may be referred.
38	RFP	1.2 Security and compliance Audit of IT-OT infrastructure from the point of view of Information/Cyber Security Pg. No. 24	Audit the overall Physical and IT infrastructure management processes as per ISO 27001 framework including Monitoring, Maintenance and Management of the IT- OT systems.	We assume that the audit refers to Gap assessment with respect to ISO 27001 standard. Please confirm	The Security and compliance Audit of IT-OT infrastructure will be done from the point of view of Information/Cyber Security. It is not only limited to Gap assessment with respect to ISO 27001 standard.

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39	RFP	1.3 Service Level Agreement Monitoring Audit Pg. No. 24	The audit of SLA, if any would also be covered for Cyber Security aspects.	Please confirm whether AEGCL is having an established SLA with the service providers in support. Also is this the review of SLA process being followed at AEGCL or validate the SLA calculation performed. Please confirm.	Yes
40	RFP	SCOPE OF WORK Pg. No. 24	However, any work even if not specifically mentioned but reasonably implied for the successful development & implementation of a cyber- security policy are deemed to be included in the scope of work.	We request AEGCL to modify this clause. Additional scope should be defined in advance since this does have a direct commercial impact.	No change
41	RFP Pg. No. 25	1.4 Report and compliance/closur e of Audit Points	Represent the organization in front of Regulatory, Statutory or relevant Law enforcement body	We understand that the bidder would be supporting AEGCL with necessary support with regards "Consultancy services to AEGCL for Cyber Security Assessment, Preparation of Cyber Security Policy, Security Audit and ISO/IEC 27001 certification"	The successful bidder shall have to represent the organization in front of Regulatory, Statutory or relevant Law enforcement body as Management Reference/Representative

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42	RFP	2.2 Compliance of CERT-In & Sectoral CERT Advisories/NCIIPC Frameworks Pg. No. 25	CERT issues guidelines, advisories, vulnerability notes and whitepapers relating to in prevention, response and reporting of cyber incidents. The Audit would cover compliance of these.	Please share the relevant guidelines with us for reference.	AEGCL specific guidelines cannot be shared, however for general guidelines, Ministry of Electronics & Information Technology (MeitY) / CEA / CERT-In /CERT-Go Sectoral CERTs official websites may be referred.
43	RFP	3. Vulnerability assessment and penetration testing (VA/PT) of Applications and networks devices wherever applicable Pg. No. 26	External VA/PT will be conducted from outside for the external web applications and websites such as Internet Application through Internet: a. Check if commonly known holes in the software, essentially the browser etc.	Please confirm whether the consultant is required to do VA for software's being used at AEGCL.	Yes

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44	RFP	PHASE-II: CERTIFICATION AND SUPPORT PHASE Stage-8: Support for 1st time certification to ISO 27001	Engaging external Certification Body for conducting ISO 27001 Certification.	Please confirm the consultant will be assisting AEGCL for hiring of authorised agency to provide ISO 27001 certification. However, cost of hiring / fee for ISO 27001 certifying agency/ organisation should be borne directly by AEGCL.	The successful bidder shall arrange certification from Accredited Body (which would be decided by the bidder in consultation with AEGCL). The cost of certification, surveillance audit and any other cost associated with certification must borne by the bidder.
45	RFP	Stage 3: ISO 27001 Trainings Pg. No. 27	1. Awareness training on ISO 27001 to be provided in batches. 3. Detailed training on ISO 27001 standard to core implementation team of ISMS having cross- functional representation — Single batch of 1day duration	We request to AEGCL to confirm on How many trainings are to be delivered by the bidder.	Single batch for Top Management members, half-day duration: offline, batch size: 30 Batches for all the staff of AEGCL and SLDC, half-day duration per batch: online Detailed training on ISO 27001 standard to core implementation team of ISMS having crossfunctional representation – Single batch of 1day duration: offline, batch size: 30 approx. One-day internal auditor's training – single batch of participants from cross-functional teams, 1-day duration: offline, batch size:15

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46	RFP	PHASE-II: CERTIFICATION AND SUPPORT PHASE Stage-8: Support for 1st time certification to ISO 27001 Pg. No. 28	Engaging external Certification Body for conducting ISO 27001 Certification.	Is the bidder required to identify and onboard the external audit agency? if so, please provide the details on mode of selection of the external vendor, whether RFP and bid process management is required for selection of external certification agency.		The successful bidder shall arrange certification from Accredited Body (which would be decided by the bidder in consultation with AEGCL). The cost of certification, surveillance audit and any other cost associated with certification must borne by the bidder.
47	RFP			Addition of clause	We request AEGCL to add the following clause in the RFP: Limitation of Liability- "The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not	Please refer to the SI. No. 8 of this document. Refer to the added Clause No. 20 under Section I

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		the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."	
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48	RFP		Addition of clause Agreement or any with succe information provided by and cond	te NDA shall be signed essful bidder, the terms itions of which shall be decided in due course.
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		other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	
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49	RFP			Addition of clause	We request AEGCL to add the following clause in the RFP: "EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Material s") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."	Please refer Clause 14. 3 PAYMENT SCHEDULE
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50	RFP		. Addition of clause	We request AEGCL to add the following clause in the RFP:"EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably	No change
				EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations."	





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51	RFP	Addition of clause	We request AEGCL to add the following clause in the RFP: "1. Any dispute arising out of or in connection with this Agreement shall be referred by written notice: 1.1. First to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and 1.2. Failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of EY (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.	Refer to Clause 18: ARBITRATION

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2. If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.	
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52 AEGO	BID NTIFCATION NO: CL/MD/IT/Cybe r Security ultant/2021/11	Clause No 3.1 Page No- 9	The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in 3 organizations • At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU • At least 1 should be from Power sector utilities. • At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.5 Lakhs	We understand experience in ISMS implementation and subsequently leading it to ISO 27001 certification is a standard service and there is not much variant of the sectors involved. Hence request you to modify the clause as "The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in 3 organizations	Request you to modify the clause as " The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in 3 organizations • At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU • At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.5 Lakhs"	Kindly refer to SI. No. 1 of this document
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53	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	Clause No 4.2 A Page No- 11	Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for Power sector organization of Central or State Govt./ SLDC/ RLDC/ NLDC or Private Power Transmission/Distribution utilities of India in last 4 years	We understand experience in ISMS implementation and subsequently leading it to ISO 27001 certification is a standard service and there is not much variant of the sectors involved. Hence request you to modify the clause as "Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for any organization of Central or State Govt./ SLDC/RLDC/NLDC or Private Power Transmission/Distributio n utilities of India in last 4 years"	Request you to modify the clause as " Experience of conducting Cyber Security Audit or Consultancy/ implementation related works for ISO 27001 certification for any organization of Central or State Govt./ SLDC/RLDC/NLDC or Private Power Transmission/Distribution utilities of India in last 4 years"	No change
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54	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	Clause No 4.2 Note Page No- 12	2. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to approval of AEGCL.	We understand that the resources shall be deployed on onsite/offsite model.	Kindly confirm if our understanding is correct.	Gap analysis and VA/PT of the physical systems at AEGCL premises has to be done onsite. Depending on the nature of the engagement, with proper approval from AEGCL offsite support may be allowed.
55	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	Clause No 1.3 Page No- 24	1.3 Service Level Agreement Monitoring Audit	We request you to specify the number of vendors for which SLA monitoring audit expected to be covered if any.	Request you specify the number of vendors for SLA audit	No. of vendors: 4
56	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	Clause No 2.1 Page No- 25	Mock drill Exercise of Cyber Security participation through CERT-In.	Request you to clarify the detail scope under Mock drill exercise of Cyber Security participation through CERT-In are expected to be covered.	Request you to clarify the detail scope under Mock drill exercise of Cyber Security participation through CERT-In are expected to be covered.	As per advisories issued from CERT-In/other govt agencies, the successful bidder shall assist AEGCL in organizing mock drills. Scope of mock drills shall cover the exercises required to improve the security practises at AEGCL. Tools required for conducting mock drills shall be in the purview of the consultant.

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	BID	Clause No Stage 3 Page No- 27	Stage 3: ISO 27001 Trainings Batches for all the staff of AEGCL and SLDC, half-day duration per batch	Request you to clarify whether the Training could be conducted online.	Request you to allow us to conduct the trainings online.	Kindly refer to SI. No. 46 of this document
57	IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11			Request you to clarify the total number of batches that are expected to be covered for all the staff and the number of staff for each batch	Request you to clarify the total number of batches that are expected to be covered for all the staff and the number of staff for each batch	
58	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	Clause No Stage 8 Page No- 28	Engaging external Certification Body for conducting ISO 27001 Certification.	We understand that the cost of the audit by the certifying body shall be borne by AEGCL	Kindly confirm if our understanding is correct.	Correct

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59	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	Clause No Form G Page No- 41	Indicative Price Bid Format	As per the Price bid Format, we are quoting for each Service offered or delivered but as per 14.3 Payment Schedule- payments are declared to be made in terms of the total contract value per milestones. Request you to clarify whether the payment shall be made as per milestone quoted in price bid format or as in terms of % of total contract after successful completion of each deliverable.	Request to clarify the Payment terms as per Indicative Price bid format or 14.3 Payment Schedule	Please refer to Clause 14. 3 PAYMENT SCHEDULE
60	BID IDENTIFCATION NO: AEGCL/MD/IT/Cybe r Security Consultant/2021/11	3. ELIGIBILITY CRITERIA, Page No - 10	ELIGIBILITY CRITERIA	The bidder should have annual average turnover of Rs. 50 lakhs in any 3 (three) consecutive financial years within the last 5 (five) financial years (i.e., from 2016-17 to 2020-21)	We understand that for such critical engagements, the bidders should be financially strong, hence we suggest to modify the clause as: The bidder should have annual average turnover of Rs. 50 crores in any 3 (three) consecutive financial years within the last 5 (five) financial years (i.e., from 2015-16 to 2019- 20)	No change

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61	Copy of work Order	3.1/ Page 9	Experience of ISMS Implementation & ISO 27001 certification in 3 organizations. 1.At-least 1 out of 3 organizations should be from Central / State Govt. institution or PSU 2. At least 1 should be from Power sector Utilities. 3. At least 1 completed work of ISMS (ISO 27001) costing not less than Rs.5 Lakhs	In reference to point 3 of clause 3.1 wherein atleast 1 completed work of ISMS (ISO 27001) costing not less than Rs. 5 lakh is required ,we want some relaxation for W.O value.	In reference to point 3 of clause 3.1 We look forward to provide us exemption on W.O value criteria. In place of Rs 5 lakh limit it is requested to please fix it at Rs 3 lakh limit.	Kindly refer to SI. No. 1 of this document
62	RFP	Scope of Work, Page 24 - 29	Scope of Work	Keeping Pandemic situation in mind, remote working should be allowed. Please confirm on the same.	Remote working should be allowed. We can make one/two visits to make it hybrid and make it meaningful for you	As per the pandemic situation and Central/State Govt. SOP remote support may be allowed by AEGCL.
63	RFP	Stage 8,9, 10- page 28	Scope of Work: Phase II: Certification s & Support Phase	As per SOW we understood VAPT & ISMS Implementation are for two locations AEGCL & SLDC which are effectively two locations. Please confirm if External Certifications by QSA needs to be for two locations or single location only?	As SLDC comes under AEGCL only, it can be considered for single location for external certifications, However, implementation VAPT can be conducted for two locations	For certification purpose single certificate shall be provided.

Wilepal Bhattary

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