

Annexure - 'D'

Issue of clarification / Amendment to the SRM e-tender RFX No (7000029470) in response to the pre-bid queries

Sr. No	Name of the Vendor	Page No. & Clause No.	Description / Content of the RFX published	Query / Clarification / Changes requested by Vendor	Revision / Comments by MSETCL
1	KPMG Assurance and Consulting Services LLP	Tender Notice	Closing Date of Bid submission	Requested to extend the closing date of bid submission to the tender	Last date for submission of the bid has been extended as per the revised Tender Notice.
2	KPMG Assurance and Consulting Services LLP	Page No. 11 Clause V	ACTIVITY 5: Assistance for Certification under ISO:27001-2022	We understand that the costs associated with ISO 27001:2022 certification and certification agency fees will be covered by MSLDC. Kindly clarify the same.	No Change Comments: MSLDC will identify the certification agency with the help of successful bidder. Cost of the certification and certification agency fees will be paid by MSLDC by issuing separate Work Order
3	KPMG Assurance and Consulting Services LLP	Page No. 12 Clause No. VII.	VII. Other Activities i. During any kind of cyber security attack on MSLDC/ALDC, Consultant shall assist MSLDC to perform the Root Cause Analysis of Cyber Attack on MSLDC / ALDC IT/OT infrastructure & preparation of the incident report. (During the contract period of three years). ii. During the contract period of three years, you shall provide the recommendation /suggestions/remedial actions/ best practices related to Cyber Security as and when required	As per our understanding, this activity will be conducted remotely, and onsite presence is not necessary. Kindly clarify the same.	No Change Comments: Other Activities may required to be performed onsite / offsite or in hybrid mode from case to case basis as MSLDC may think fit.
4	KPMG Assurance and Consulting Services LLP	Page No. 15 Clause No. 7	Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following. a. "Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR b. "Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR c. "One similar completed work costing not less than the amount equal to 80% of estimated cost." For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.	May we request to consider the ongoing projects with similar scope of work.	No Change
5	KPMG Assurance and Consulting Services LLP	Page No. 16 Clause No. 7	Copy of work order & work completion certificate to that effect from concern organization is required to be uploaded at the time of submission of tender.	Request you to kindly consider self attested certificate from authorized signatory or CA certificate instead of Client certificate for ongoing project with similar scope of work.	No Change
6	KPMG Assurance and Consulting Services LLP	Page No. 16 Clause No. 11	The average annual turnover of the bidder during last three financial years should not be less than 60% of estimated cost. Certificate from CA stating turnover of last 3 financial years required to be uploaded	May we request to increase the Average annual income of the firm from Information Security / Cyber Security services (only during last three) up to 50 Cr. for better participation and genuine bidders	No Change
7	KPMG Assurance and Consulting Services LLP	Page No. 18 Clause No. 2	You should provide the Cyber Security Consultants for implementation of the ISMS at MSLDC Airoli and ALDC Ambazari, as per scope of the work.	We request you to kindly clarify manpower needs to be onsite, or hybrid model will be there. Also kindly further clarify that number of resources that needs to be appointed if onsite resources are required.	To be read as : You should provide the Cyber Security Consultants at Onsite for implementation of the ISMS at MSLDC Airoli and ALDC Ambazari, as per scope of the work. Comments: You should deploy the manpower considering the scope of Work and Terms & Conditions of the Tender document, to complete the work within a time limit specified in the Tender Document.

8	KPMG Assurance and Consulting Services LLP	Page No. 18 Clause No. 3	You should deploy the ISO 27001 LI or LA / CISA / CISM / CISSP certified Consultants with minimum experience of the 1 year 6 months at MSLDC Airoli & ALDC Ambazari for implementation of the ISMS & Post Certification Services as per the scope of work. Their registration/certificate should be valid as on date. You shall submit the relevant documents such as ID Proof, Valid Cyber Security certificate, Experience Certificate for the same. No any system access will be permitted to the professional not qualifying these criteria.	We request you to keep the manpower in hybrid model so that we can pull out best resources as per the requirement during the project.	No Change
9	KPMG Assurance and Consulting Services LLP	Page No. 19 Clause No. 6	Tentative Project Progression Schedule	We request you to kindly clarify that for Year-2 and Year-3 resources needs to be deployed for the months mentioned in the progression schedule only, also request you to keep the manpower in hybrid model so that we can pull out best resources as per the requirement during the project.	No Change Comments: In 2nd year & 3rd year, resources needs to be deployed for the months mentioned in the progression schedule only for Post Certification (Half yearly Audits) Services. In addition to that, you may require to deploy the additional resources for Other Activities specified under Scope of Work, on page no 12, Clause no VII
10	KPMG Assurance and Consulting Services LLP	Page No. 19 Clause No. 6	Terms of Payment	Request you kindly add this clause "In case there is a delay in completing the project due to reasons not attributable to the ISMS consultant, the additional cost would be considered to be paid for the resource on pro-rata basis at the rates quoted by the LI bidder for the manpower deployed for the project"	No Change
11	KPMG Assurance and Consulting Services LLP	Page No. 20 Clause No. 11	If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ ½ % per week of the invoice value will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable.	We request to add the penalty exemption clause if any delayed due to other dependency, the penalty will not imposed on consultants.	To be read as : 11) Penalty (Liquidated Damages (LD)): If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ ½ % per week of the invoice value, maximum extent of 10% of order value , will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable. Comments: In case of delay in work completion due to other dependency, you can make a request in writing & decision regarding imposing of penalty will be taken by the Competent Authority based on the submission & facts.
12	Talakunchi Networks Private Limited	Page No 4 Clause No. 8	8. Firm/Bidder has to pay EMD, irrespective of SRM System asks for the same or not in following cases: i. SSI / NSIC Certificate do not indicate Material/Service required against present tender. ii. Turnover or manufacturing capacity exceeds the limit indicated in SSI / NSIC Certificate specified by the concerned authority to avail benefit of EMD exemption. If required EMD is not paid by the bidder, the offer is liable for rejection. As per MSETCL circular no.10812 Dt.10/10/2018 the registration certificate as submitted by the micro & small enterprises should be valid on the date of submission of bid and validity of the same should be certified by the Chartered accountant in practice.	Could we get an exemption from the EMD and Tender Fee as we are MSME Certified.	Comments: MSETCL Circular No. 10812 Dated 10.10.2018 may be referred for additional details.

13	Talakunchi Networks Private Limited	Page No 9 Clause No. f	<p>f. Conducting training programs at MSLDC/ALDC for nominated officials and end users to facilitate implementation of ISMS (security policy and procedures).</p> <p>a) 2 to 3 Session (of 02 hours) for End Users of MSLDC/ALDC Covering Policies and procedures applicable to End users.</p> <p>b) 2 sessions (of 02 hours) for nominated officials of MSLDC/ALDC for ISMS implementation.</p> <p>i) Covering policies and procedures applicable to End Users</p> <p>ii) Covering Incident Response (whom to contact. what to do)</p> <p>iii) Covering responsibilities of end users towards maintenance of Information Security</p>	Please confirm that we need to provide Physical Training Session or Online Training Session.	Comments: Physical training session needs to be provided by the successful bidder.
14	Talakunchi Networks Private Limited	Page No 9 Clause No. h	h. Review/revise/draft a Cyber Crisis Management Plan	For different activities, the reports will be also different, which will take to complete 30-45 Mandays. Request you to please consider extension for timeline for this deliverable.	No Change
15	Talakunchi Networks Private Limited	Page No. 15 Clause No. 7	<p>Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following.</p> <p>a. "Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR</p> <p>b. "Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR</p> <p>c. "One similar completed work costing not less than the amount equal to 80% of estimated cost."</p> <p>For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.</p>	As we are MSME certified, can we get any waiver in experience criteria. Please confirm.	No Change
16	Talakunchi Networks Private Limited	Page No. 19 & 20 Clause No. 7	<p>Terms Of Payment:</p> <p>ISMS Implementation</p> <p>Activity 1: Initialization for ISMS</p> <p>Activity 2: ISMS Documentation Review/Updation (As per Scope of Work)</p> <p>30 % of the amount quoted by the bidder against Sr. No. 1 of Annexure-'A'- Price Schedule</p>	<p>As this Implementation scope is huge which is will also increase implementation duration, So request you to modify payment terms as per below suggestion :-</p> <p>25% Advance payment, 50% Implementation and Internal Audit, 25% After External Audit and Certification</p>	No Change
17	ControlCase International Pvt. Ltd	Page No. 15 Clause No. 7	<p>Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following.</p> <p>a. "Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR</p> <p>b. "Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR</p> <p>c. "One similar completed work costing not less than the amount equal to 80% of estimated cost."</p> <p>For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.</p>	Will it be acceptable to provide three purchase orders totalling INR 4,308,321, inclusive of taxes, to meet the requirement for submitting completed works costing not less? Additionally, are we permitted to offer client references from any global region? Regarding the completion letter, would providing the ISO certificate issued to the specific organization suffice, or is a completion letter specifically required	<p>Comments:</p> <p>01. Completed Work Orders in the specified duration should be either of following,</p> <p>a. Three work order will be required. Costing of each work order should not be less than 40% of estimated cost. OR</p> <p>b. Two work order will be required. Costing of each work order should not be less than 50% of estimated cost. OR</p> <p>c. Single work order with costing not less than 80% of estimated cost will be required.</p> <p>02. Client references from any global region will not be permitted.</p> <p>03. Work completion certificate to that effect from concern organization is required to be uploaded not ISO Certificate issued to the specific organization.</p>

18	Ernst & Young LLP	Tender Notice	Closing Date of Bid submission	Request to extend the timeline i.e., 3 weeks from the date of issuance of clarifications to the Pre-bid queries. It will enable us to get the internal approvals to submit the document along with the quote.	Comments: Last date for submission of the bid has been extended as per the revised Tender Notice.
19	Ernst & Young LLP	Tender Notice	Estimated Cost (Rs. 1,07,70,804/-)	Request you to please confirm if this is with taxes or without taxes.	Comments: Estimated cost is inclusive of Taxes
20	Ernst & Young LLP	Page No : 7 Scope Of Work Introduction	Entire ISMS framework documentation including policies, sub policies, procedures, security controls, procedures, CCMP document etc. have been already prepared for MSLDC Airoli & ALDC Ambazari. You shall review/add/modify the Entire ISMS framework documentation prepared.	We understand that the Entire ISMS framework documentation including policies, sub policies, procedures, security controls, procedures, CCMP document etc. have been already prepared for MSLDC Airoli & ALDC Ambazari. Please confirm if the mentioned documentation are in line with ISO 27001:2022.	Comments: Mentioned documentation are in line with ISO 27001:2013.
21	Ernst & Young LLP	Page No : 7 Clause No I. i. a.	a. Propose suitable training schedules and develop customized training course material in soft copy (as well as hard copy) and conduct in-house training for MSLDC & ALDC on ISO 27001:2022.	May we request you to please provide the expected batch size and frequency of the in-house trainings on ISO 27001:2022	Comments: Please refer Page no 7 & Clause c. under Initialization Workshop Please refer Page no 9 & Clause f.
22	Ernst & Young LLP	Page No 10 Clause No. g	g. CCMP Mock Drill: Consultant will plan and assist MSLDC & ALDC and its associated vendors/System Integrators in conducting CCMP Mock drill, Cyber Security Mock Drill depicting different types of cyber security incidents (e.g. Phishing Email, Malicious Attachments and Malware, Password Requests and Other Suspicious Demands) and its resolution. Consultant shall prepare and submit the report of the mock drill conducted.	Can you please confirm how frequently are the CCMP Mock Drills expected to be conducted?	Comments: CCMP Mockdrill is expected to be conducted on half yearly basis.
23	Ernst & Young LLP	Page No. 11 Clause V	ACTIVITY 5: Assistance for Certification under ISO:27001-2022	We understand that certification cost and the cost of engaging external Certifying Agency/Body will be borne by MSLDC/ALDC only. Please confirm.	No Change Comments: MSLDC will identify the certification agency with the help of successful bidder. Cost of the certification and certification agency fees will be paid by MSLDC by issuing separate Work Order
24	Ernst & Young LLP	Page No. 15 Clause 4	4. Constitution of bidder's firm (Partnership deed, Articles of Association, MOA etc.) if applicable. However, JV (Joint Venture) is not allowed.	Request you to please consider registration certificate/incorporation certificate as well and amend the clause as follows: Constitution of bidder's firm (Certificate of Registration/Letter of Incorporation/Partnership deed/Articles of Association/MOA etc.) if applicable.	No Change Comments: Certification of the Incorporation has already asked in Point no 1. These are the additional documents requested needs to be submitted if applicable. In case it is not applicable to your organization, bidder shall submit the undertaking on their letterhead, mentioning non-applicability of these documents.
25	Ernst & Young LLP	Page No. 15 Clause 5	5. The bidder should be CERT-In empaneled Information Security Auditors for the last FIVE years (from the date of issue of RFP) and should continue to remain empaneled during the term of contract/ agreement. Bidder shall submit Proof of CERT-In empanelment for the last FIVE years from the date of issue of RFP.	Request to amend the clause as follows: Bidder must be empaneled with CERT-In and should have a valid certification of empanelment	No Change
26	Ernst & Young LLP	Page No. 15 Clause 6	6. Valid ISO 27001:2013 (or latest) certification as on the date of bid submission.	As per the ISO, the ISO 27001:2013 standard is withdrawn and most of the organisations are working towards the recertification on the latest version i.e. ISO 27001:2022. Therefore, we request that ISO 27001 certification (without use of 'valid' word) should be asked and not a valid ISO 27001:2013 certification.	No Change

27	Ernst & Young LLP	Page No. 15 Clause No. 7	<p>Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following.</p> <p>a. "Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR b. "Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR c. "One similar completed work costing not less than the amount equal to 80% of estimated cost." For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.</p>	<p>Request to amend the clause as follows: Bidder should have Experience of on-going (or) successfully completed similar works during the last Five financial years.</p> <p>a. "Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR b. "Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR c. "One similar completed work costing not less than the amount equal to 80% of estimated cost." For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.</p> <p>Copy of work order/phase completion/work completion certificate to that effect from concern organization is required to be uploaded at the time of submission of tender.</p>	No Change
28	Ernst & Young LLP	Page No. 16 Clause No. 11	The average annual turnover of the bidder during last three financial years should not be less than 60% of estimated cost. Certificate from CA stating turnover of last 3 financial years required to be uploaded	<p>Request to amend the clause as follows: The Annual Turnover of the bidder should not be less than Rs. 100 Crores in each of the 3 financial years (i.e., 2020-21, 2021-22 & 2022-23).</p>	No Change
29	Ernst & Young LLP	Page No. 18 Clause No. 3	You should deploy the ISO 27001 LI or LA / CISA / CISM / CISSP certified Consultants with minimum experience of the 1 year 6 months at MSLDC Airoli & ALDC Ambazari for implementation of the ISMS & Post Certification Services as per the scope of work. Their registration/certificate should be valid as on date. You shall submit the relevant documents such as ID Proof, Valid Cyber Security certificate, Experience Certificate for the same. No any system access will be permitted to the professional not qualifying these criteria.	<p>Request to amend the clause as follows: Deploy the ISO 27001 LI or LA / CISA / CISM / CISSP certified Consultants with minimum similar experience of the 3 years of implementation of the ISMS & Post Certification Services as per the scope of work.</p> <p>Also, please confirm that only one onsite resource is required that will cover both the locations.</p>	<p>No Change</p> <p>Comments: You should deploy the manpower considering the scope of Work and Terms & Conditions of the Tender document, to complete the work within a time limit specified in the Tender Document.</p>
30	Ernst & Young LLP	Page No. 20 Clause No. 11	11) Penalty (Liquidated Damages (LD)): If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ ½ % per week of the invoice value will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable.	<p>May we request you to amend the clause as follows:</p> <p>Penalty (Liquidated Damages (LD)): If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ 0.25 % per week of the invoice value, subject to maximum 5% of contract value will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable.</p>	<p>To be read as :</p> <p>11) Penalty (Liquidated Damages (LD)): If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ ½ % per week of the invoice value, maximum extent of 10% of order value, will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable.</p>
31	Ernst & Young LLP	NA	NA	<p>May we request you to please add the following clause:</p> <p>"MSLDC 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."</p>	<p>Comments: MSETCL's Standard Terms & Conditions regarding work contract shall be applicable.</p>
32	Ernst & Young LLP	NA	NA	<p>May we request you to please add the following clause:</p> <p>"MSLDC shall not recover from the Bidder, 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."</p>	<p>Comments: MSETCL's Standard Terms & Conditions regarding work contract shall be applicable.</p>

33	Ernst & Young LLP	NA	NA	<p>May we request you to please add the following clause:</p> <p>"Except as otherwise permitted by this agreement, neither of the parties may disclose to third parties the contents of this agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public 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."</p>	<p><u>Comments:</u> MSETCL's Standard Terms & Conditions regarding work contract shall be applicable.</p>
34	Ernst & Young LLP	NA	NA	<p>May we request you to please add the following clause:</p> <p>"Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable statement of work/ work order, any intellectual property developed by the Bidder, and any working papers compiled in connection with the services (but not MSLDC's information contained in them), shall be the property of the Bidder."</p>	<p><u>Comments:</u> MSETCL's Standard Terms & Conditions regarding work contract shall be applicable.</p>
35	Ernst & Young LLP	NA	NA	<p>May we request you to please add the following clause:</p> <p>"Bidder may terminate this agreement, or any particular services, immediately upon written notice to MSLDC if Bidder reasonably determine that it can no longer provide the services in accordance with applicable law or professional obligations."</p>	<p><u>Comments:</u> MSETCL's Standard Terms & Conditions regarding work contract shall be applicable.</p>

36	Mazars Advisory LLP	Page No. 15 Clause 5	5. The bidder should be CERT-In empaneled Information Security Auditors for the last FIVE years (from the date of issue of RFP) and should continue to remain empaneled during the term of contract/ agreement. Bidder shall submit Proof of CERT-In empanelment for the last FIVE years from the date of issue of RFP.	<p>Request to kindly modify clause as below:</p> <p>The bidder must be CERT-In empanelled security auditor organisation as on 31 October 2023/ should have already applied for the CERT-In empanelment (new/ renewal) as on 30 September 2023</p> <p>OR</p> <p>Auditor must be holding certifications like CISA/DISA/Cert-in empanelled Auditors.</p> <p>OR</p> <p>The Bidder should be a Chartered Accountant firm shall be a Partnership Firm / Limited Liability Partnership (LLP) firm under the Limited Liability Partnership Act, 2008, registered with the Institute of Chartered Accountants of India (ICAI), who fulfil the following criteria:</p> <p>a. continuous practice of at least five years b. a minimum of four partners before the date of appointment c. at least one Partner shall be Certified Information Systems Auditor (CISA) / DISA of ICAI d. at least one partner shall be a Fellow Member of the ICAI e. at least one Partner shall have a minimum of three years of experience in Cyber Security/ Information Security review / Information Security audit of Government (Central/ State/ PSU)/ Private Sector/ Financial Institutions/ Banks/ Insurance Companies f. at least one partner has the experience of audit in IT environment and in conducting Audit from remote location.</p>	No Change
37	Mazars Advisory LLP	Page No. 15 Clause No. 7	<p>Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following.</p> <p>a. "Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR b. "Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR c. "One similar completed work costing not less than the amount equal to 80% of estimated cost." For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.</p>	<p>Request to kindly modify clause as below</p> <p>Experience: Bidder should have Experience of successfully completed/ ongoing similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following.</p> <p>a. "Three similar completed/ ongoing works costing not less than the amount equal to 30% of estimated cost." OR b. "Two similar completed/ ongoing works costing not less than the amount equal to 40% of estimated cost." OR c. "One similar completed/ ongoing work costing not less than the amount equal to 50% of estimated cost"</p>	No Change
38	Deloitte Touche Tohmatsu India LLP	Page No. 5 Clause No. 18	(a) All registered vendor of MSETCL whose registration on SRM e-tendering is valid on the date of submission of bid can participate in the subject tender. The bidder shall invariably declare the name of the manufacturer of the equipment offered and shall also indicate its country of origin (mandatory in case of imported items).	Request to clarify the submission of details of manufacturer as the tender is related to services. Request to amend the clause as: " All registered vendor of MSETCL whose registration on SRM e-tendering is valid on the date of submission of bid can participate in the subject tender. "	Comments: This is MSETCL's Standard Terms & Conditions regarding work contract.
39	Deloitte Touche Tohmatsu India LLP	Page No. 7	Consultant will submit Implementation Plan for ISMS Implementation as per the below activities within 15 days of acceptance of award.	Request to amend the clause as: " Consultant will submit Implementation Plan for ISMS Implementation as per the below activities within 15 days of signing of contract. "	No Change
40	Deloitte Touche Tohmatsu India LLP	Page No. 9 Clause No. b	b. If required, Consultant shall also prepare ISMS policy, processes and systems and procedures relevant to implementation of ISMS for improving information security to deliver results in accordance with the organization's overall policies and objectives.	It is understood that the Consultant shall be responsible for the review and updation of the policy documents and procedures. Please confirm.	Comments: Consultant shall also prepare the policy, processes and systems and procedures if required.

41	Deloitte Touche Tohmatsu India LLP	Page No. 9 Clause No. f	f. Conducting training programs at MSLDC/ALDC for nominated officials and end users to facilitate implementation of ISMS (security policy and procedures). a. 2 to 3 Session (of 02 hours) for End Users of MSLDC/ALDC Covering Policies and procedures applicable to End users. b. 2 sessions (of 02 hours) for nominated officials of MSLDC/ALDC for ISMS implementation.	The duration of training may differ and may cover different department or group of officials. Binding the Consultant within specific duration and users may not be practically beneficial for the organization. It is requested to provide relaxation in the duration of training and keep it under the discretion of the Consultant as per requirement and assessment.	Comments: Duration of the training is indicative. Bidder can give the additional sessions without financial implication to MSLDC/ALDC
42	Deloitte Touche Tohmatsu India LLP	Page No. 9 Clause No. g	g. Review/revise/draft a Disaster Recovery and BCP Plan based on ISO 27001 guidelines covering all the IT-OT Infrastructure assets	It is understood that the Consultant shall be responsible for the review and updation of the BCP documents and procedures. Please confirm.	Comments: Consultant shall also prepare these documents / Plan if required.
43	Deloitte Touche Tohmatsu India LLP	Page No. 9 Clause No. h	h. Review/revise/draft a Cyber Crisis Management Plan	It is understood that the Consultant shall be responsible for the review and updation of the CCMP documents and procedures. Please confirm.	Comments: Consultant shall also prepare these documents / Plans / Procedure if required.
44	Deloitte Touche Tohmatsu India LLP	Page No. 10 Clause No. III b.	b. Guiding the End Users and nominated MSLDC & ALDC team to carry out the defined activities.	It is understood that Consultant shall only be responsible for the recommendation as per required standards. The Consultant shall not be held liable for the implementation of the recommendations which is to be carried out by the concerned officials or department. Please confirm.	Comments: Consultant shall guide the MSLDC/ALDC & cross check that the recommendations are implemented
45	Deloitte Touche Tohmatsu India LLP	Page No. 10 Clause No. III g.	g. CCMP Mock Drill: Consultant will plan and assist MSLDC & ALDC and its associated vendors/System Integrators in conducting CCMP Mock drill, Cyber Security Mock Drill depicting different types of cyber security incidents (e.g. Phishing Email, Malicious Attachments and Malware, Password Requests and Other Suspicious Demands) and its resolution. Consultant shall prepare and submit the report of the mock drill conducted.	It is understood that Consultant shall only be responsible for plan and monitoring of the activity as per required standards. The Consultant shall not be held liable for implementation of the activity / drill which is to be carried out by the concerned officials or department. Please confirm.	Comments: Consultant shall guide the MSLDC/ALDC & ensure that CCMP mock drill activity is successful.
46	Deloitte Touche Tohmatsu India LLP	Page No. 11 Clause No. IV iii.	Consultant shall assist the MSLDC & ALDC for closure of the Non-Conformances identified during the Pre-Certification Review (Internal Audit)	It is understood that Consultant shall only be responsible for monitoring and recommendations as per required standards. The Consultant shall not be held liable for implementation of activity and controls for compliance of standards and closure of gaps identified which is to be carried out by the concerned officials or department. Please confirm.	Comments: Consultant shall guide the MSLDC/ALDC & ensure the closure of the the Non-Conformances identified
47	Deloitte Touche Tohmatsu India LLP	Page No. 11 Clause V	ACTIVITY 5: Assistance for Certification under ISO:27001-2022	It is understood that the certification cost shall be borne by the organization and the Consultant shall only assist in certification process along with department officials. Please confirm.	No Change Comments: MSLDC will identify the certification agency with the help of successful bidder. Cost of the certification and certification agency fees will be paid by MSLDC by issuing separate Work Order
48	Deloitte Touche Tohmatsu India LLP	Page No. 12 Clause V viii	viii. Consultant shall extend support during certification audit, review and closure of non-conformances if any, raised by the accredited certification body within the prescribed time limit.	It is understood that the consultant shall not be held responsible for the closure of non-conformities which is to be done by department officials. Please confirm.	Comments: Consultant shall support the MSLDC/ALDC & ensure the closure of non-conformances
49	Deloitte Touche Tohmatsu India LLP	Page No. 15 Clause 4	4. Constitution of bidder's firm (Partnership deed, Articles of Association, MOA etc.) if applicable. However, JV (Joint Venture) is not allowed.	Since we are registered as a Partnership firm, request to amend the clause as " The bidder must be a Company registered in India under the Companies Act 1956 or a partnership registered under the Indian Partnership Act 1932 with their registered office in India for the last four years as on 31st March 2023. "	No Change Comments: Certification of the Incorporation has already asked in Point no 1. These are the additional documents requested needs to be submitted if applicable. In case it is not applicable to your organization, bidder shall submit the undertaking on their letterhead, mentioning non-applicability of these documents.

50	Deloitte Touche Tohmatsu India LLP	Page No. 15 & 16 Clause 7	<p>7. Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-Tender are invited should be either of following.</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of estimated cost." OR</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of estimated cost." OR</p> <p>c. One similar completed work costing not less than the amount equal to 80% of estimated cost.</p> <p>For experience purpose, amount pertaining to similar nature of work will only be considered instead of complete Work Order Value.</p> <p>Note - Similar works means implementation of the ISMS.</p> <p>Copy of work order & work completion certificate to that effect from concern organization is required to be uploaded at the time of submission of tender.</p>	<p>Work completion certificate may not be available for work orders / projects which are on-going or recently completed. Also relevant work orders may not have completion certificate. It is requested to amend the submission of documents as: "Copy of work order / MSA along with Self declaration from Authorized signatory or work completion certificate to that effect from concern organization is required to be uploaded at the time of submission of tender."</p>	No Change
51	Deloitte Touche Tohmatsu India LLP	Page No. 16 Clause 9	<p>9. A written power of attorney authorizing the signatory of the bid to commit the bidder, if applicable.</p>	<p>We as a Partnership firm have Board resolution document for the assignment of Authorized Signatory. Request to include and amend the requirement as: "A written power of attorney or Board resolution authorizing the signatory of the bidder, if applicable"</p>	<p>To be read as : 9. A written power of attorney or Board Resolution authorizing the signatory of the bid to commit the bidder, if applicable.</p>
52	Deloitte Touche Tohmatsu India LLP	Page No. 16 Clause No. 11	<p>The average annual turnover of the bidder during last three financial years should not be less than 60% of estimated cost. Certificate from CA stating turnover of last 3 financial years required to be uploaded</p>	<p>Considering the criticality and coverage of the project, request to amend the clause as: "The average annual turnover of the bidder during last three Financial years should not be less than 10 times the estimated cost. Certificate from CA stating turnover of last 3 financial years required to be uploaded."</p>	No Change
53	Deloitte Touche Tohmatsu India LLP	Page No. 17 Clause No. 5	<p>5. Firm/Agency should quote all applicable charges clearly while submitting the quotation. No extra charges will be paid later</p>	<p>Please confirm whether the proposed price shall include applicable taxes or not.</p>	<p>Comments: Proposal price shall include applicable taxes</p>
54	Deloitte Touche Tohmatsu India LLP	Page No. 18 Clause No. 2	<p>2) You should provide the Cyber Security Consultants for implementation of the ISMS at MSLDC Airoli and ALDC Ambazari, as per scope of the work.</p>	<p>It is understood that the bidder shall have the discretion to deploy the required number of Consultants as per requirement. The tender document does not recommend any fixed number of Consultants to be deployed.</p>	<p>No Change</p> <p>Comments: You should deploy the manpower considering the scope of Work and Terms & Conditions of the Tender document, to complete the work within a time limit specified in the Tender Document.</p>
55	Deloitte Touche Tohmatsu India LLP	Page No. 18 Clause No. 3	<p>You should deploy the ISO 27001 LI or LA / CISA / CISM / CISSP certified Consultants with minimum experience of the 1 year 6 months at MSLDC Airoli & ALDC Ambazari for implementation of the ISMS & Post Certification Services as per the scope of work. Their registration/certificate should be valid as on date. You shall submit the relevant documents such as ID Proof, Valid Cyber Security certificate, Experience Certificate for the same. No any system access will be permitted to the professional not qualifying these criteria.</p>	<p>3) You should deploy the ISO 27001 LI or LA / CISA / CISM / CISSP certified Consultants with minimum experience of the 1 year 6 months at MSLDC Airoli & ALDC Ambazari for implementation of the ISMS & Post Certification Services as per the scope of work. Their registration/certificate should be valid as on date. You shall submit the relevant documents such as ID Proof, Valid Cyber Security certificate, Experience Certificate for the same. No any system access will be permitted to the professional not qualifying these criteria.</p>	<p>No Change</p> <p>Comments: You should deploy the manpower with specified experience & certification.</p>
56	Deloitte Touche Tohmatsu India LLP	Page No. 18 Clause No. 5	<p>5) It should be ensured by the bidder that before installing any software in the PCs of MSLDC, it is a licensed version of the original software. Unauthorized/unlicensed software should not be installed in the PCs of MSLDC.</p>	<p>It is understood that the Consultant shall work on their own devices and laptops and shall not install any software or tool in the organization devices. Required access shall be provided to the Consultant for any assessment to be carried out for the project. Please confirm.</p>	<p>No Change</p> <p>Comments: Network access will not be given to the external systems. However Consultant can use their own devices and laptops.</p>

57	Deloitte Touche Tohmatsu India LLP	Page No. 18 Clause No. 6	Project Estimated Duration : ISMS Implementation Activity 6: Post Certification (Half yearly Audits) Services (Total 4 numbers of Audits) 1 Month for each audit	We understand that project is on hybrid model and the deployment of Consultants is not 100% onsite. The Consultants may work onsite and remotely as per requirement. Also for two years after certification, resources shall be deployed only for a period of one month only.	No Change Comments: You should provide the Cyber Security Consultants at Onsite for implementation of the ISMS at MSLDC Airoli and ALDC Ambazari, as per scope of the work. In 2nd year & 3rd year, resources needs to be deployed for the months mentioned in the progression schedule only for Post Certification (Half yearly Audits) Services. In addition to that, you may require to deploy the additional resources for Other Activities specified under Scope of Work, on page no 12, Cluse no VII
58	Deloitte Touche Tohmatsu India LLP	Page No. 4 Clause No. 7	7. The EMD amount and tender fees should be paid online only. Bid without E.M.D. & Tender fee will not be considered. Request for paying EMD while opening the tender will not be considered.	Request to share the account details for the payment of EMD and tender fee.	Comments: EMD and tender fees needs to be paid online. Account details of MSETCL are not required. You can refer the SRM Manual availale on SRM e-Tendering website of MSETCL.
59	Deloitte Touche Tohmatsu India LLP	Page No. 19 & 20 Clause No. 9	Activity : 05 ISMS Implementation Activity 6: Post Certification (Half yearly Audits) Services (As per Scope of Work) Payment: 100 % of the Amount quoted by the bidder in Annexure-'A'- Price Schedule for 'One time Post Certification (Half yearly Audit) Service'	Payment in regard to the price quoted in Annexure A - 'One time Post Certification (Half yearly Audit) Service' shall be paid half yearly for each audit activity. Please confirm.	Comments: Payment in regard to the price quoted in Annexure A - 'One time Post Certification (Half yearly Audit) Service' shall be paid half yearly for each audit activity
60	Deloitte Touche Tohmatsu India LLP	Page No. 20 Clause No. 11	11) Penalty (Liquidated Damages (LD)): If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ ½ % per week of the invoice value will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable.	It is requested to limit the penalty for liquidated damages upto the total cost of project only.	To be read as : 11) Penalty (Liquidated Damages (LD)): If the contractor fails to complete the work within stipulated period as above, penalty towards delay @ ½ % per week of the invoice value, maximum extent of 10% of order value , will be levied and deducted from bill for non-execution of work. For the purpose of penalty clause, the completion of works in all respects to the satisfaction of the MSLDC shall be considered to be applicable.
61	Deloitte Touche Tohmatsu India LLP	Page No. 20 Clause No. 17	17) Acceptance of Bid: The company does not bind to accept the lowest or any bid neither will any reasons be assigned for rejection of any tender. It is also not binding on the company to disclose any analysis report of tender.	Please clarify the criteria dor selection of succesful bidder.	Comments: Work Order shall be placed to the bidder quoting the lowest price, amongst technically qualified bidder. However due to some reasons such as bankruptcy etc., MSETCL may decide further action to be taken.
62	Deloitte Touche Tohmatsu India LLP	Page No. 26	Annexure –B UNDERTAKING I / We hereby declare that I/we have more than 100 employees on my payroll. Out of which at least 20 employees are having the cyber security certification ISO 27001 LI or LA / CISA / CISM / CISSP. Details of the certified professionals are as below,	Request to consider the undertaking seperately from HR head which is usually the best practise.	No Change
63	Deloitte Touche Tohmatsu India LLP	Tender Notice	Closing Date of Bid submission	Requested to extend the closing date of bid submission to the tender	Last date for submission of the bid has been extended as per the revised Tender Notice.