

**REQUEST FOR PROPOSAL FOR
ENGAGEMENT OF CERT-IN EMPANELED
SECURITY AUDITOR FOR CYBER
SECURITY AUDIT OF IT
INFRASTRUCTURE FOR INDIA TRADE
PROMOTION ORGANISATION,
BHARAT MANDAPAM, NEW DELHI**

Issuer:

General Manager (Information Systems)
India Trade Promotion Organisation
Bharat Mandapam
New Delhi

TABLE OF CONTENTS

S. No.	Contents	Page No.
1	Disclaimer	5
2	Glossary	7
3	Data Sheet	8-9
4	Application Procedure	10-14
5	Request For Proposal	14-15
6	Definitions	15
6.1	Interpretation	15
6.2	Due Diligence	16
6.3	Cost Of Bidding	16
7	Earnest Money Deposit And Performance Guarantee	17-18
8	Performance Guarantee:	18-19
9	Pre-Qualification Criteria	20-21
10	Evaluation Of Bids	22
11	Technical Evaluation Criteria	22-23
12	Bid Evaluation Process	23-24
13	Scope Of Work	24-31
14	Manpower Engagement	31
15	Duration Of Contract	32
16	Proposal Process Management:	32
17	Cost Of Bidding	32-33
18	Language Of Bid	33
19	Amendment Of Bidding Documents:	33
20	Authorization To Bid	33
21	Offer Validity Period	34

22	Erasures Or Alterations	34
23	Rejection Of Bid	34-35
24	Amendment Of Bidding Documents:	35
25	Late Bids	35
26	Information Ownership	35-36
27	Arbitration	36
28	Assignment/ Subcontract/ Consortium	36-37
29	Taxes And Duties	37
30	Pre-Bid Meeting:	37-38
31	Adherence To Cyber Security Systems	38
32	Training	39
33	Exit Clause	39
34	Termination Of Contract	39
35	Minimum Wages	40
36	Force Majeure	40
37	Indemnity	41
38	Confidentiality	41
39	Intellectual Property Rights	42
40	Payment Terms	42-43
41	Liquidated Damages (LD) /SLA Parameters/ Penalty	43
42	COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAW	43-45
43	<u>Annexure I-Format for Non-Disclosure Agreement (NDA)</u>	46-51
44	Annexure-II-Price Bid/ Financial Schedule	52-53
45	Annexure III- Bid Proposal form	54
46	Annexure IV- Format of letter of Award to Successful Bidder	55
47	Annexure V- Details of key personnel	56
48	Annexure-VI- Bank Guarantee for performance Security	57-59

49	Annexure-VII- IT Security Audit Experience of the Bidder	60
50	Annexure-VIII- General profile of the Bidder	61
51	Annexure-IX- Bid Form	62-63
52	Annexure-X- Undertaking	64-65
53	Annexure-XI Pre-Qualification/ Eligibility criteria Compliance Form	66-68

1. DISCLAIMER

- a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
- b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
- c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.
- d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.

- e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.
- f) ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

2. GLOSSARY

Sr. No.	Abbreviation	Description
1)	API	Application Programming Interface
2)	Auditee	Department or Owner of the application who is facing the audit/assessment
3)	BID	Bug track ID
4)	CERT	Computer Emergency Response Team
5)	CISA	Certified Information Systems Auditor
6)	CISSP	Certified Information Systems Security Professional
7)	DoA&FW/Department	Department of Agriculture & Farmers' Welfare
8)	GIGW	Guidelines for Indian Government Websites
9)	OWASP	Open Worldwide Application Security Project
10)	RFP	Request for proposal
11)	SI	Systems Integrator
12)	SIEM	Security Information and Event Management
13)	SME	Small and Medium Enterprise
14)	SOC	Security Operations Centre
15)	SPOC	Single Point of Contact
16)	SQL	Structured Query Language
17)	SSO	Single Sign-on
18)	VA/PT	Vulnerability Assessment / Penetration Testing
19)	WASA	Web Application Security Assessment

3. DATA SHEET

S.No.	Description	Detail	
1.	Name of Work	Online bids are invited through two bid system for selection of Security Audit Agency for cyber security audit of ICT Infrastructure at Bharat Mandapam, New Delhi.	
2.	Person In charge of Bid	General Manager (Information Systems), ITPO	
3.	Tender Fee	Rs. 5,900 incl GST	
4.	Earnest Money	Rs. 5,00,000/- Which shall be refunded after submission of Performance Guarantee by the Selected Bidder. In respect of other Bidders, it shall be refunded immediately after the letter of appointment to the selected bidder. Rs. 5,00,000/- is required to be paid through DD/RTGS/NEFT.	
5.	Performance Guarantee	5% of the Bid Value /- through Bank Guarantee	
6.	Accepting Authority	CMD, ITPO	
7.	Bid Validity Period	180 days from the last date for submission of bid.	
8.	Bank Details	Name of the Beneficiary	ITPO
		Name of the Bank	CENTRAL BANK OF INDIA
		Bank Address	PRAGATI MAIDAN, NEW DELHI-110001
		Account No.	1167404133
		Type of Account	SAVINGS
		IFSC	CBIN 0284078

S.No.	Description	Detail
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9.	Method of Selection	The Agency will be selected on Quality and Cost Based Selection (QCBS) method.
10.	Queries and Clarification	The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is: ITPO Admin Block, Bharat Mandapam New Delhi-110001 (INDIA) Email: rcsharma@itpo.gov.in / rsonkar@itpo.gov.in
11	Proposal Submission Dates	Start date/time: 11/04/ 2025, 2.30 PM End date/time: 23/04/2025, 3 PM
12	Last date of submission of queries	15/04/2025, 5 pm
13	Date of Response to Queries by ITPO	16/04/2025, 5PM
14	Pre-Bid Meeting	21/04/2025, 11AM
15	Date of Financial Bid Opening	To be notified later
16	Currency of Financial Proposal	The bidder to state cost in Indian Rupees Only

4. Application procedure

- a. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded. Tender Fee and Earnest Money Deposit (EMD) are to be deposited online in ITPO's account as per the Bank details in the Data Sheet. Offline bids shall not be accepted.
- b. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given below:
- c. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e- submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- e. Tenderer who has downloaded the tender from the ITPO's website www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
- f. Intending tenderers are advised to visit again ITPO website

www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

g. **SUBMISSION OF TENDER:** The tender shall be submitted online in Two parts", viz., `Technical Bid` and `Financial Bid`. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

h. **INSTRUCTIONS FOR ONLINE BID SUBMISSION** The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

i. **REGISTRATION**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrollment**" on the CPP Portal.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode/eMudhraetc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others

which may lead to misuse.

- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

j. SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

k. PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

I. SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an

entry pass for any bid opening meetings.

m. ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

5. REQUEST FOR PROPOSAL

OBJECTIVE: The main objective of this tender is to appoint a third-party auditing agency from the CERT-IN Empaneled Information Security Auditing Organizations to conduct various cyber security assessments such as VAPT, Source Code Review of various website/ web app/mobile app, Aadhaar Compliance Security Audit and cyber security protocols in the Servers, Applications, and end-user devices in the ICT infrastructure and Data Center commissioned in Bharat Mandapam, New Delhi. The agency will also assist the department in the identification/diagnosis of the issues/vulnerabilities during their assessment & provide recommendations to cope with encountered vulnerabilities.

The Client – ITPO: India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India's premier trade fair complex, Bharat Mandapam in New Delhi. ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. ITPO has re-developed its landmark exhibition ground Bharat Mandapam into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC").

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. It holds various domestic & third-party events in Bharat Mandapam, New Delhi round the year. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness.

General Manager, I.T. Services Division, ITPO invites online bids through limited tender from CERT-In empaneled 3rd party auditors to conduct various cyber security assessments as per Meity,GOI guidelines w.r.t ICT Infrastructure at Bharat Mandapam Convention Center (BMCC), Bharat Mandapam, New Delhi.

6. DEFINITIONS

"Applicable Law" - means all relevant laws in force and effect as on date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

"RFP" or "Tender Document" - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

"ITPO" - ITPO means India Trade Promotion Organisation.

"IECC" – IECC means International Exhibition-cum-Convention Centre.

6.1 INTERPRETATION:

In this tender document, unless the context otherwise requires,

- a) For the purpose of this tender document, where the context so admits,
 - i. The singular shall be deemed to include the plural and vice versa; and
 - ii. Masculine gender shall be deemed to include the feminine gender and vice-versa.

- b)** References to a “*person*” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- c)** References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

- d)** The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

6.2 DUE DILIGENCE: The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the bidder’s risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the bidder.

6.3 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no event or circumstance be held

responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Earnest Money Deposit and Performance Guarantee

- I. An Earnest Money Deposit ("EMD") should in the form of demand draft or bank transfer issued from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period (see Data Sheet), in favor of India Trade Promotion Organisation, New Delhi, payable at New Delhi, for the sum as provided in the Data Sheet.
- II. The Demand Draft in original or a copy of proof of Bank Transfer shall be placed in an envelope and marked as — [EMD for Selection of Transaction Advisor] and not to be opened except in the presence of Authority or an evaluation committee constituted by ITPO. Proposals received without the specified EMD will be summarily rejected.
- III. Authority will not be liable to pay any interest on EMD. EMD of Bidders who do not qualify shall be returned, without any interest, within one month after issue of LOA to the Successful Bidder or when the selection process is cancelled by Authority. The EMD of Successful Bidder shall be returned adjusted against Security deposit to be deducted progressively from the bills to be paid time to time.
- IV. Authority will be entitled to forfeit and appropriate the EMD as loss and damage payable to Authority in regard to the RFP without prejudice to Authority's any other right or remedy under the following conditions:
 - a. If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
or
 - b. If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
or

- c. In case of Successful Bidder, if the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified time limit, or
 - d. If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to Authority.
 - e. Seeks amendment of tender terms and such amendment is/are not acceptable to the ITPO.
 - f. Increases the prices quoted during the validity of the quotations and/or the period of extension granted on the validity.
8. **Performance Guarantee:** A Performance Guarantee equivalent to the amount indicated in the data sheet shall be furnished by the Successful Bidder before entering into the Agreement with Authority in the form of a Bank Guarantee as per format specified in the RFP. The Performance Guarantee shall be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee with validity and claim period complying to above mentioned timelines. Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case maybe, from participating in any project or tender and the bar subsists as on Proposal Due Date, would not be eligible to submit a Proposal. A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- a. Successful Bidder has to submit Performance Security of validity period of 60 days (Sixty) beyond the date of completion of all contractual obligations including extension period i.e. total 38 months. Performance Security should be received within 10 days from the date of award of contract.
 - b. No interest shall be payable on Performance Security. Performance Security shall be released in accordance with the terms of the contract.
 - c. The Performance security will be forfeited if successful bidder:

- i. Unable / unwilling to service the contract for any reason.
- ii. Withdrawal in letter / spirit from servicing the contract prior to stipulated expiry date of the contract, including extension period opted by the ITPO, if any.

Note: Bids without a valid EMD/ Tender fees will be rejected straightway. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, Tender Fee provided that such small scale units are registered under single point registration scheme of NSIC/ MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The certificate of registration under single point registration scheme of NSIC duly attested by any Notary Public with seal and date shall only be accepted.

9. PRE-QUALIFICATION CRITERIA

S. No	Basic Requirement	Eligibility Criteria	Document Proof
1	CERT-IN	Bidders should be from CERT-IN empaneled Information Systems Audit Organizations	Copy of CERT-IN empanelment with valid registration Number
2	Legal Entity	A. The Bidder may be a partnership firm, or a limited liability company or a company registered under the Companies Act, 2013, in India. B. GST Registration C. PAN Registration	Certificates of incorporation for Company / Partnership Deed / Proprietorship firm self-declaration (as the case may be). + Valid copy of GST Certificate + PAN Card
3	Location of Registered Office	Bidder should have registered office in Delhi/Gurugram/Noida.	Certified copy of registration certificate(RoC)
4	Submission of EMD	The Earnest Money Deposit of the amount as per GeM.	To be submitted as per GeM
5	Net worth	Bidder must have a positive net-worth from last 3 Financial years (2024-25, 2023-24, and 2022-23).	Audited Balance Sheet + Profit & Loss account + CA Certificate specifying the positive net worth. (provisional certificate from CA shall be submitted for the FY-2024-25)
6	Annual Turnover	The bidder should have a minimum annual turnover of Rs 05 Crore from IT services in the last 3 Financial years (2024-25,2023-24,2022-23)	Audited Balance Sheet + Profit & Loss account + CA Certificate specifying the turnover from IT services. (provisional certificate from CA may be submitted for the FY-2024-25)
7	Work Experience	The Bidder should have executed at least 3 projects in	Copy of Work Order + Agreement copy

		the last three years of similar nature of jobs, particularly in Cyber Threat & Vulnerability Assessment / Security Audit Services for any Govt. Department / Quasi Govt. Dept / PSU / Banks in India/Other Organisation	highlighting the scope of work.
8	Power of Attorney	The Bidder shall submit the Power of Attorney of Authorization for signing the Bid in Rs.100.00 Non-Judicial Stamp Paper.	To be submitted as per Format in Annexure III
9	Professional strength	The Bidder must have at least 40 Professionals on Payroll with relevant industry-recognized certifications - CISA/CISM /GSNA/CISSP/CEH/ISO 27001 Lead Auditor/LI	Self-Declaration on Letter Head of the firm signed by authorized signatory.
10	Technical expertise of professional strength	The Bidder should have at least 10 CISA/CISM/CISSP, ISO 27001 LA/LI professional certification; or least 5 should have CEH/OSCP professional certification.	Attach Valid Certificate from HR of the bidder on its letter-head duly signed, sealed/ stamped by authorized signatory
11	Bidder must not have been blacklisted by any Government Department/ PSU/ PSU Banks/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.		(Attach self-declaration by authorized signatory on its letter-head duly signed, sealed/ stamped)
12	The Bidder who has conducted the VA/PT of ITOP, IT Infrastructure during last three years is not eligible to participate in this tender. Also existing service providers/vendors of ITPO in the area of Information systems are barred from participating in the Bid.		(Attach self-declaration by authorized signatory on its letter-head duly signed, sealed/ stamped)

10. Evaluation of Bids

- a) Bids will be evaluated on Technical and Financial criteria.
- b) Minimum score of 70 (out of 100) is required for qualifying in technical bid evaluation.
- c) The contract will be given on the Technical (70% weightage) & Financial (30% weightage) parameters as per Technical Bid "Annexure – XI" Financial Bid "Annexure - II" submitted by bidders. On **Quality and Cost Based Selection (QCBS)** on Moderate Complexity basis.

11. Technical Evaluation Criteria

S.No	Criteria	Evaluation score	Documents required
1	The Bidder should have an average annual turnover of a minimum of 5 crores in the last three financial years (i.e., (2024-25,2023-24,2022-23)) from IT services, Note: for evaluation purpose, average of three years turnover will be considered.	5 to <10 crore: 10 marks 10 to < 15 crore: 15 marks Above 15 crores: 20 marks	Audited Balance Sheet + Profit & Loss account + CA Certificate specifying the turnover from IT services.
2	No. of Years' Existence/Establishment in Information Technology/Information Security/ Cyber Security related activities in INDIA.	3-5 years: 5 Marks 6-8 years : 10 marks More than 10 years: 15 marks	Evidence of the 1st Assignment to be enclosed as a proof of Experience.
3	Firm's Experience: The Bidder should have executed at least 3 projects of INR 25 lakh each in last 3 years of similar nature of jobs, particularly in Vulnerability Assessment & Penetration testing (VAPT) of web applications, , and Cyber Security / Security Audit Services at any Govt. Department / Quasi Govt. Dept / PSU / Bank in India/other organisation, as on bid submission date.	3 projects of value of 25 to 35 lakhs: 5 marks 3 projects of value of 36 lakhs to 50 lakhs: 10 Marks 3 projects of value of More than 50 lakhs: 15 Marks	Copy of Work Order + Agreement copy highlighting the scope of work.

4	Total No. of Skilled Employees / Resources available, containing the list of Employees with their Credentials / Certifications related to Information Technology/Information Security/ Cyber Security Activities	20 to 50 Employees -- <u>05 Marks</u> 51 to 100 Employees -- <u>10 Marks</u> More than 100 Employees -- <u>15 Marks</u>	Self-certified stating the count of total strength of on-roll employees in organization, signed by authorized signatory.
5	Total Number of Assignment carried out in Information Technology/Information Security/ Cyber Security Activities in India.	10 to 25 projects : <u>5 marks</u> 26 to 50 projects : <u>10 marks</u> 51 to 100 projects : <u>15 marks</u>	Self-certified certificate stating the count / name of applications security audited certificate issued.
6	Start-Up Certificate issued by DIPP, Government of India	10 marks	Copy of the certificate
7	Bidder should have at least 10 CISA/CISM/CISSP, ISO 27001 LA/LI professional certification; or at least 5 should have CEH/OSCP professional certification.	<u>Upto 10</u> CISA/CISM/CISSP, ISO 27001 LA/LI professional certification; or least 5 should have CEH/OSCP professional certification: 5 marks More than 10 CISA/CISM/CISSP, ISO 27001 LA/LI professional certification; or least 5 should have CEH/OSCP professional certification: 10 marks	
	Total Marks	100 marks	

12. Bid Evaluation Process

- In the first Stage, the pre-qualification of the bidders will be verified based on the documents submitted by the bidders.
- In the second stage the Technical Bid of 100 marks will be considered. (Qualifying marks- 70 percent; i.e. 70 out of 100).
- Thereafter, in the third stage, Financial Bid will be considered and only the technically qualified bidders from the second stage will be considered in the financial bid.
- The Financial Bid of only those technically qualified bidders will be considered who have scored minimum 70 % (i.e. 70 out of 100) marks in

the technical bid.

- v. The Eligible Bidder(s) shall be ranked in the order of their financial quote (i.e. Financial Score 'F') mentioned in their Financial Proposal, such that the Bidder having lowest financial quote in the Financial Proposal shall be ranked F1, the Bidder having next lowest financial quote shall be ranked F2 and so on. **(Prize taken for evaluation is prize quoted by bidder excluding GST.)**
- vi. **Combined and Final Evaluation:** The final selection of the Agency would be based on combined evaluation of technical (T) and financial (F) scores through Quality and Cost Based Selection (QCBS) process, with following weightages allocated to technical and financial scores:
 - a) Technical–70%
 - b) Financial–30%
- vii. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = [(F_{\text{low}} / F) \times 0.30] + [(T / T_{\text{high}}) \times 0.70]$$

Where

F = Evaluated Bid Price

F_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

- viii. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as B-1 followed by the proposals securing next lesser marks as B-2 and so on for B-3, B-4 etc. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be B-1.

13.Scope of Work: India Trade Promotion Organisation would like to engage a third-party firm to perform various services in cyber security related domain with respect to CERT-IN guidelines and confirm to the IT security needs of quality standard ISO 27001. The brief scope of work mentioned below:

S.No	Scope of Work	Frequency of Audit
1	VAPT of the web applications / portals / mobile app	Once in a Financial year as mandated by CERT-In/MEITY guidelines
2	ERP*	
3	ICT infrastructure (Networking and Security)	
4	Data Center (2Nos)	
5	Server	
6	Security audit of Data center infrastructures services, namely: Data, Voice, WIFI, CCTV, Audio Video, Lighting management systems, Building Management systems ,Parking management systems , Access Control systems	
7	Review, Updation and Preparation of IT Policies and Procedures	Best Practices Every 6 month
8	Cyber training awareness session	

***Note: If any of the IT systems/field is not under operations, same shall be requested for Audit by ITPO as and when need arises.**

13.1 In addition to the above scope of work, the cyber security of audit as per CERT-In guidelines shall also include the following domains:

- a) Vulnerability Assessment
- b) Penetration testing
- c) Creation of Standard Operating Procedures (SOPs)
- d) General Process Audit& Migration Audit
- e) IT General Controls Audit

- f) Threat Hunting
- g) ISO 27001 Consulting Vendor Risk Assessment
- h) IS / Cyber Security Program Management
- i) Log Monitoring/SOC Review
- j) Information Security Awareness & Cyber Security Awareness (Online/Offline)
- k) Web and Application Security
- l) Domain/Channel Process Audit
- m) Mobile Application/s Protection
- n) Forensic Analysis/Investigations
- o) Various ISO (i.e. ISO 9001, 20000, 22301, 27001 etc) Certification
- p) Documentation – Policy, Processes, Procedure Creation/Review/Modification etc.
- q) Security and Network Architecture Review
- r) Cyber Mock Drill to evaluate Cyber Crisis Mitigation Plan (CCMP)
- s) Data Privacy framework creation and assessments
- t) Identity and access management services (implementation / reviews)
- u) Cyber Security Maturity

13.2 **Detailed scope of Work:**

13.2.1 VAPT of the web applications / portals / mobile app:

- a) Web Application Security Audit (WASA) of the Web based Application packages and portals to validate the security of web-based and intranet applications against malware, attackers, and other threats.
- b) Also, examine the application's architecture, design, databases and implementation to identify vulnerabilities.
- c) This audit should involve testing web application features such as authentication, session management, data validation, and error handling.
- d) To identify security weaknesses specific to web applications, such as SQL injection, cross-site scripting (XSS), and other web-related vulnerabilities.
- e) WASA should be conducted to test web applications and web related interfaces such as web sites, web API, web servers and other web interfaces.
- f) Audit processes should ensure compliance with industry regulations.
- g) VAPT should cover the Operating systems and databases at the Server level and User level.
- h) VA should involve scanning for vulnerabilities, PT should test system defenses, Reporting documents vulnerabilities found and recommends remediation, and support in remediation fixation of the identified vulnerabilities.
- i) Carry out ethical Internal and External Penetration Testing for ITPO Applications.
- j) The selected agency shall perform the regular audit of the existing / newly

developed portal/web app /mobile app (android / iOS) by the in house software development agency of ITPO.

13.2.2 Review of IT Security Policy and Procedures

- a) Review of existing IT security Policies / Procedure / Guidelines / SOP Documents on period basis (half yearly / as & when required as per any changes in IT act).
- b) Recommendation and Submission of the updated IT Policies.
- c) Drafting of any new / additional IT policies as and when required for the ITPO
- d) All the IT Policies/ SOP/ Procedures / Reports should be prepared following the ISO guidelines recommendation and best practices.
- e) The report of Cyber Security Gaps along with the recommendations needs to be provided by the Bidder and based on the same security Gap analysis and action would be taken at the Department's end.

13.3.3 IT Infrastructure security audit of devices at Bharat Mandapam, New Delhi

- a) Currently ICT infrastructure at Bharat Mandapam is managed through Data Centers commissioned at Administration Block of ITPO and another Data center dedicated to operations of Convention Centre at Bharat Mandapam, commissioned at L-1 floor of the building.
- b) The list of services running on the Data center infrastructures are, Data, Voice, WIFI, CCTV, Audio Video, Lighting management systems, BMS, Parking management systems and Access Control systems.
- c) The agency to review the Data Centre and MPLS Network of ITPO to identify single point of failures, network availability, logical segregation and deployment of security products/technologies etc. The assessment is to be carried out for Data centre LAN, DRLAN, network connectivity from ITPO offices to Data centre etc.
- d) Review for Network security architecture
- e) Review of DMZ Placement
- f) Review the appropriate segregation of network into various trusted zones

- g) Review the traffic flow in the network.
- h) Review of routing protocols and security controls therein.
- i) Review the security measures at the entry and exit points of the network
- j) Configuration review of network and security devices including Firewall, IPS, IDS, Routers, Switches, etc
- k) Rule based review of firewall and IPS
- l) Review of security measures at entry and exit points of network \
- m) Network vulnerability assessment
- n) Check for the presence of DNSpionage activity

Deliverables:

- a) Assessment methodology
- b) Detailed assessment report including recommendations (quick fix, short fix, etc)
- c) Executive summary report.
- d) Presentations.
- e) Short-term tactical fixes for immediate remediation of any outstanding vulnerability within the tested environments.
- f) Vulnerability report with mitigation plan and recommendations.
- g) Long-term strategic initiatives that will proactively thwart any potential repetition of vulnerabilities discovered during the exercise.
- h) Review the scope of ISO 27001 re-certification. Agency needs to review functional areas and processes to be covered in the scope and document the scope as per ISO 27001 re-certification requirement.
- i) Review & modify (if required) ISMS policy, processes, procedures and practices relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- j) Conduct post-audit training-cum-facilitation session for reviewing actions for closure of gaps and further improvements
- k) Assistance in closure of observations
- l) **Deliverables :**
 - Audit Report & closure certificate

- Post-audit training-cum-facilitation session

13.3.4 Technical standard creation & Creation of Standard Operating Procedures (SOPs)

- a) The agency to create a base document with parameters, values etc. and descriptions of risks and hardening & patching/configuration details so as to mitigate the risk associated with OS, system, platform, application, database etc. to be securely configured for use in ITPO. This document will need to be based on the global standards, documentation available, OEM/Vendor advisories and documents and incidents / vulnerabilities related information available in the public domain / vendor's own knowledge base and experience. This will also be required to be updated annually and more frequently in case of need /discovery of new vulnerabilities etc. This should include:
- b) Develop minimum security baselines for various systems implemented at the ITPO.
- c) Review or implementation of the Minimum Security Baseline Standard for servers OS, Web application, Database, Security Devices, Network Devices, Desktops, etc.
- d) **Deliverables** : A document with details of all the settings, requirements and recommendations

13.3.5 Red Team Exercise

- a) In order to put ITPO's cyber security defense to the test, the agency to run a real - world scenario that's designed to measure how well ITPO's defensive and response capabilities will stand up against social, physical, network and application attacks from a simulated real-life adversary.
- b) Recognizing cyber/information security issues within ITPO.
- c) Perform legal assessment on local/remote networks.
- d) Examining an organization for weaknesses as through the eyes of an industrial spy or a competitor

- e) Social engineering
- f) Trusted systems testing.
- g) Password Cracking
- h) Identification of possible weak points in physical and logical security
- i) Vulnerability Research and Verification (automated and manual)
- j) Competitive Intelligence
- k) Internal application Testing
- l) Security testing of Firewalls, ACL other security devices.
- m) Identification of Rouge Devices.
- n) Cyber war game.
- o) Determining appropriate counter-measures to thwart malicious hacking.
- p) Conduct simulated cyber-attacks on ITPOs infrastructure.
- q) Validate protections and monitoring around high-value systems.
- r) Blended, covert test that can encompass network testing, phishing, wireless, and physical attacks.
- s) Readiness for Ransomware attack

Deliverables

- a) A report presenting results & conclusions of the exercise, covering technical, process and policy issues with a series of industry best -practice recommendations.
- b) Review of results and feedback in a workshop setting, to build awareness and alignment among stakeholders, and a roadmap of measures to improve security & resilience in the future.
- c) Short-term tactical fixes for immediate remediation of any outstanding vulnerability within the tested environments.
- d) Vulnerability report with mitigation plan and recommendations.
- e) Long-term strategic initiatives that will proactively thwart any potential repetition of vulnerabilities discovered during the exercise.
- f) Assistance in closure of observations

13.3.6 Information Security Awareness: Scope of Work

- a) General Information Security Awareness
- b) Specialized Information Security Training
- c) **Deliverables**
 - Content creation - presentations, audio, video, e-learning content, quizzes
 - Conducting training sessions

Note:-

1. Onsite technical resource to be present during execution of each activity.
2. Weekly or Fortnightly visit of Project Manager for overall supervision.
3. The vendor may be required to make multiple visits to ITPO corporate office at Bharat Mandapam, Delhi at his own cost and no extra amount will be paid by ITPO towards travelling, boarding & lodging etc.
4. The Service Provider may further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process.
5. All the gaps, deficiencies, vulnerabilities observed shall be thoroughly discussed with ITPO officials before finalization of the report.
6. All the audit reports/deliverables during & at the end of audit will be property of the ITPO. The vendor will furnish the audit report (Interim/Final/Compliance). Interim reports should be submitted first and would be discussed with ITPO and after those final reports would be submitted. In Final/ review of compliance report comments / remarks / compliance of auditee should be included. After the audit, reports are to be provided at par with "International Standard" and risk category wise. All tools and software used by the bidder need to be licensed and borne by the bidder.

14. Manpower engagement

The bidder shall engage the dedicated persons for this assignment and must have suitable auditor qualifications & certifications such as CISA /CISM/ CISSP / CEH/ISO 27001/ISO 27701 Lead Auditor or any other formal IT security auditor qualifications etc. The followings are the minimum requirements of the Project Team to be

engaged in this assignment:

S.No	Resource	Number	Requirement
1	Project Manager	As per requirement	<ul style="list-style-type: none"> • The Project Manager must have completed minimum 5 Information Security Audit including one in Central/State Govt / PSUs / Bank. • At least one Information Security Audit as Lead Auditor
2	Team Members	As per requirement	Team members must have completed minimum 2 Information Security Audit.

15. DURATION OF CONTRACT: The period of contract arrangement shall be for 3 years from the date of contract commencement as decided by ITPO's management. ITPO has the sole option to extend the contract twice by one year each after the expiry of three year contract period at the same terms and conditions. The rates may be revised after every financial year/ completion of yearly 3rd party audit as per CERT-In guidelines depending on the scope of work on a mutually agreeable basis.

16. Proposal Process Management: RFP document can also be downloaded from the ITPO's website **www.indiatradefair.com** or from Government tender portal **www.eprocure.gov.in**. ITPO reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re-submissions from all bidders or clarifications from one or more bidders, or to cancel the process in part or whole. All claims for functional/technical delivery made by the bidders in their responses to the RFP shall be assumed as deliverable within the quoted financials.

17. **Cost of Bidding:** The Bidder shall bear all the costs associated with the preparation and submission of its bid and ITPO will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
18. **Language of Bid:** The language of the bid response and any communication with ITPO must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.
19. **Amendment of Bidding Documents:** Prior to the last date for bid-submission, ITPO may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on ITPO's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, ITPO may, at its discretion, extend the last date of submission of bids.
20. **Authorization to Bid:** The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.
- a) All pages of the bid shall be initialed by the person or persons signing the bid.
 - b) Bid form shall be signed in full & official seal affixed.
 - c) Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
 - d) All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
 - e) The proposal must be accompanied with an undertaking letter duly signed by

the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

21. **Offer Validity Period:** Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by ITPO. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by ITPO in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

22. **Erasures or Alterations:** The original offer (Technical Offer and Indicative Commercial Offer); shall be prepared in indelible ink. There should be no hand-written material, corrections or alterations in the offer. Any such corrections must be initialed by the persons or person who sign(s) the proposals. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable. ITPO may treat non-adherence to these guidelines as unacceptable.

23. **Rejection of Bid :** The Bid is liable to be rejected if:

- a) The document does not bear signature of authorized person in each page and duly stamped.
- b) It is received through Fax/E-mail/dropped in tender box.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the ITPO.
- e) It is evasive or contains incorrect information.
- f) Any form of canvassing / lobbying /influence/ query regarding short listing,

status etc. will be a disqualification.

- g) Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFP. Non-compliance of any point will lead to rejection of the bid.
- h) Non-submission of bid security/EMD/Integrity Pact (IP)
- i) Unpriced Commercial Offer is not submitted along with Technical Offer. Format of Commercial Offer differs from unpriced commercial Offer.
- j) Bids dropped in tender box or submitted in physical hard copy format.

24. Amendment of bidding documents:

- a) At any time prior to the date for submission of bids, ITPO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- b) Amendments, if any will be notified through ITPO's web site to all prospective Bidders, which have received the Bidding documents and will be binding on them.
- c) In order to provide, prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the Purchaser may, at its discretion, extend the last date of submission of bids.
- d) Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by ITPO exclusively through the issue of Corrigendum on ITPO's website www.indiatradefair.com, government tender portal www.eprocure.gov.in.

25. Late Bids: Any bid received by ITPO after last date and time of submission of bid prescribed by the ITPO, may be rejected and/or returned unopened to the Bidder. ITPO reserve right to accept or reject any such bids without assigning any reason thereof.

26. Information ownership: All information processed, stored, or transmitted

by Bidder equipment belongs to ITPO. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

27. Arbitration

- a) All disputes and differences of any kind whatever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts in New Delhi.
- b) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at New Delhi, India only.
- c) The vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the ITPO or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.
- d) The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

28. Assignment/ Subcontract/ Consortium:

- a) The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ITPO prior written consent.
- b) In case of subcontracting permitted, the contracting vendor is responsible for

all the services provided to ITPO regardless of which entity is conducting the operations.

- c) The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and ITPO can obtain independent audit report for the same.
- d) The bidder should provide subcontracting details to ITPO and if required, ITPO may evaluate the same.
- e) The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof. Bidding in consortium is not allowed for this empanelment.

29.Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of ITPO, nor seek to be treated as employees of ITPO for any purpose, including claims of entitlement to fringe benefits provided by ITPO, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India. Any increase or decrease in the taxes shall be passed on to ITPO.

30.Pre-Bid Meeting:

- a) Applicants to send their requests to email id mentioned in Data Sheet for receipt of the web-link for participation in the Pre-Bid Meeting.
- b) All queries by prospective applicants must be sent to the following email id mentioned in Data Sheet.

S.No.	Event Description	Timeline
1	Issue of RFP	Refer to Data Sheet in of this RFP
2	Last date for receiving queries/clarifications	
3	Pre-Bid Meeting	
4	ITPO's response to queries	
5	Submission of Technical PPT+ Financial Quote	
6	Invitation for Presentation	
7	Letter of Award (LOA)	

31. Adherence to Cyber Security Systems

- Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources at Bharat Mandapam as per IT/Information Security / Cyber Security Policy of CERT-In/MEITY. Bidders should ensure Data Security and protection of facilities/application managed by them.
- The deputed persons should aware about ITPO's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of ITPO's data including process performed at the ITPOs premises. At any time, if it comes to the notice of ITPO that data has been compromised / disclosed/ misused/misappropriated then ITPO would take suitable action as deemed fit and selected vendor would be required to compensate ITPO to the fullest extent of loss incurred by ITPO.
- The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub contracting; including the controls that need to be implemented shall be included in the supplier agreement.

32. Training: Bidder shall train designated ITPO officials on the configuration, operation/functionalities, maintenance, support & administration for

software/tools/scripts/Services/Technology and components used/supplied by the vendor and troubleshooting processes.

33.Exit Clause : ITPO reserves the right to cancel the contract in the event of happening one or more of the following conditions:

- a) Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of contract.
- b) Delay in delivery beyond the specified period.
- c) Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- d) In addition to the termination of contract, ITPO reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. ITPO reserves right to exit at any time after giving notice period of one month during the contract period.

34.Termination of Contract:

- a) If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, ITPO shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.
- b) The selected bidder commits a breach of any of the terms and conditions of the bid.
- c) The Successful bidder goes into liquidation voluntarily or otherwise.
- d) Non-satisfactory performance of the selected bidder during implementation and operation.
- e) Failure to integrate/implement the Project as per the requirements of ITPO as stated in this RFP.
- f) ITPO shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of ITPO within 30 days, termination will be affected.
- g) Selected bidder is found to be indulging in frauds.
- h) ITPO suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.

35. Minimum Wages: The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory. The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and ITPO will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between ITPO and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with ITPO. In the event of any demand/fines/penalty made by any of the authorities on ITPO in respect of the conduct/actions taken by the bidder/their employees/labourers, ITPO will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

36. Force Majeure: If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the

Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

37. Indemnity : Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

38. Confidentiality: Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

39. Intellectual Property Rights: ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the

Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

40. Payment Terms

- a) Payment shall be made as per Rule 172(1) of General Financial Rules'2017 issued by GOI.
- b) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.
- c) All relevant proof of successful provision of services duly signed by the concerned officer by ITPO IT Division, Performance Bank Guarantee (if any) etc. to be submitted by the successful bidder for processing payment.
- e) 100% payment related to a particular audit will be made on completion of the deliverables related to that audit only.
- f) All bills/invoices should be submitted to the IT division, ITPO, Bharat Mandapam. The decision CMD' ITPO, shall be final and binding on the bidder.

41. Liquidated Damages (LD) /SLA Parameters/ Penalty:

- a) Time is essence of the contract.
- b) Liquidated Damages can be recovered from any dues of the successful bidder.

- c) If the services are not completed within the specified period, a Liquidity Damage (LD) equal to 2% of the contract value per week or part thereof subject to maximum of 10% of the contract value may be levied from the bill of the selected bidder.

42.COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAWS

- a) It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour license(s) obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
- b) The contractor shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act,1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Services) Act,1979, the Minimum wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act,1923, and other relevant Acts, Rules and Regulations enforced from time to time.
- c) The contractor shall be responsible for required contributions towards P.F, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to ITPO and shall deposit these amounts on or before the prescribed dates. The contractor shall also be responsible to pay and administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the works of ITPO.
- d) In case ESI is not applicable. Contractor before commencement of work shall submit Insurance Policy under Workmen's Compensation Act, 1923 covering all his employees to be deployed for execution of the contract.
- e) **INSURANCE:** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of ITPO.

f) EMPLOYEES STATE INSURANCE ACT: The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold ITPO harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the ITPO arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.

g) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB CONTRACTOR to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

h) ACCIDENT OR INJURY TO WORKMEN: ITPO shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB- CONTRACTOR save and except an accident or injury resulting from any act or default of the ITPO, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the ITPO against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

Annexure I-Format for Non-Disclosure Agreement (NDA)

MODEL NON-DISCLOSURE AGREEMENT
(Between CERT-In empaneled Auditor & Auditee)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of (Year)

By and between

This AGREEMENT (hereinafter called the "Agreement" made on the day of the month of 2025, between, on the one hand, the [India Trade Promotion Organisation acting through] (hereinafter called the "Auditee" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand..... (Hereinafter called the "Auditor" which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. Auditor is a services organization empaneled by the Indian Computer Emergency Response Team (hereinafter CERT-IN) under Department of Electronics & IT, for auditing, including vulnerability assessment and penetration testing of computer systems, networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No..... dated.....
- B. Auditor as an empaneled information Security Auditing organization has agreed to fully comply the "Guidelines for CERT-In Empaneled Information Security Auditing Organizations, Terms & conditions of empanelment and Policy guidelines for handling audit related data" while conducting audits.
- C. Auditee is also aware of the aforesaid Guidelines along with guidelines for Auditee Organizations published by CERT-in.
- D. Both Auditor and Auditee have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

(a) The term "Confidential information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally,

visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other Intellectual property relating to Auditee products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

(b) The term "Auditee products" shall include all such products, goods, services, deliverables, which are subject to audit by the empaneled auditor under the Agreement.

2. Protection of Confidential Information- With respect to any Confidential Information disclosed to it or to which it has access, Auditor affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with scope of audit and in accordance with the terms and conditions contained herein.

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients.

(c) Not to make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from Auditee or any of the prospective clients of Auditee.

(d) Not to make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. without the express written consent of Auditee.

(e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the auditee; and

(f) Return to the auditee, or destroy, at auditee's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Auditee therefor.

(g) Not to send Auditee's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Auditee.

(h) The auditor shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with auditee.

(i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit. In case of information security audits for Government/critical sector organization, only the manpower declared to CERT-In shall be deployed to carry out such audit related activities.

(j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Auditor and the Auditee or the nature of services to be provided by Auditor to the Auditee.

(k) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non-disclosure agreement.

3. **Onus:** Auditor shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. **Permitted disclosure of audit related information:**

The auditor may share audit information with CERT-In or similar Government entities mandated under the law as and when called upon to do so by such agencies with prior written information to the auditee.

5. **Exceptions:** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:

a. Which is independently developed by Auditor or lawfully received from another source free of restriction and without breach of this Agreement; or

b. After it has become generally available to the public without breach of this Agreement by Auditor; or

c. Which at the time of disclosure to Auditor was known to such party free of restriction and evidenced by documents in the possession of such party; or

d. Which Auditee agrees in writing is free of such restrictions.

e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.

6. **Remedies:**

Auditor acknowledges that any actual or threatened disclosure or use of the Confidential Information by Auditor would be a breach of this agreement and may cause immediate and irreparable harm to Auditee or to its clients; Auditor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Auditee/its clients may be impossible to calculate and compensate fully. Therefore, Auditor acknowledges that in the event of such a breach, Auditee shall be entitled to specific performance by Auditor of its obligations contained in this Agreement. In addition, Auditor shall compensate the Auditee for the loss or damages caused to the auditee actual and liquidated damages which may be demanded by Auditee. Liquidated damages not to exceed the Contract value. Moreover, Auditee shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Auditor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

7. Need to Know: Auditor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Auditee. No information relating to auditee shall be hosted or taken outside the country in any circumstances.

8. Intellectual Property Rights Protection: No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

9. No Conflict: The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

10. Authority: The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

11. Governing Law: This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi.

12. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous

agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

13. **Amendments:** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. **Severability:** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. **Waiver:** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Survival:** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

18. **Non-solicitation:** During the term of this Agreement and thereafter for a further period of two (2) years Auditor shall not solicit or attempt to solicit Auditee's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to Auditee with any employee and/or consultant of the Auditee who has knowledge of the Confidential Information, without the prior written consent of Auditee.

19. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, and implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty-five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be New Delhi. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.

20. **Term:** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to 3 years(three).

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

Signed, Sealed and Delivered
For and on behalf of Auditor
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____

Signed, Sealed and Delivered
For and on behalf of Auditee
(Signature)
(Name)
(Designation)
(Address)

2. _____

WITNESSES:

1.

2.

ANNEXURE-II**Price Bid/ Financial Schedule (ONLY ONLINE)**

Sr.N o	Item Description	Quantit y*	Unit Price in INR (all- inclusive and excluding GST)	Total Price (all-inclusive excluding and GST)
A	B	C	D	E=C*D
1	VAPT of the web applications / portals / mobile app	01		
2	Penetration Testing including DDOS attack	01		
3	Technical standard creation & Creation of Standard Operating Procedures (SOPs)	01		
4	Red Team Exercise including Ransomware readiness	01		
5	Information Security Awareness	02		
6	Security and Network Architecture Review including check for DNSpionage activity	01		
7	Security audit of Data center infrastructures services, namely: Data, Voice, WIFI, CCTV, Audio Video, Lighting management systems, Building Management systems	01		

	,Parking management systems , Access Control systems			
8	Finance Division Audit	01		
9	ERP audit	01		
10	Review of IT Security policies, procedures and frameworks in terms of adequacy of its coverage of Information Security, IT Act, RBI & National Cyber security compliance etc	01		
Grand Total (T): (in INR all inclusive)				In Figures
				In Words

*Quantity may vary as per the requirement of ITPO on the same quoted rate and same terms during the entire contract period including extended period (if any).

Annexure III - BID PROPOSAL FORM
(To be submitted along with PQ bid envelope)

Tender No:

Date:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render Selection of "in conformity with the said bidding documents for the same as per the financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us. If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by ITPO. We agree to abide by this bid for a period of 180 (One Hundred Eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:.....

Address:.....

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of2025 Signature (In the capacity of)

Duly authorized to sign Bid for and on behalf of.....

Annexure IV

Format of Letter of Award to Successful Bidder

<<Letter Head of Company>>

Subject: Appointment of Auditor for <Name of Project>

Reference: Your Proposal Against Tender <No.> dated <dd/mm/yyyy>

Sir/Madam,

- I. Subsequent to the Submission of your bid against the reference cited above and having qualified in the selection of Auditor for the <Name of Project> , the approval of the competent authority is hereby conveyed through this LoA with project fee in Rs..... (<amount in words>) (inclusive of taxes)
- II. The Letter of Award (LoA) is sent herewith in duplicate along with the copy of the Contract Agreement, You are requested to return one copy of the LoA duly accepted and signed by the Authorized signatory within 07 (seven) days of the issue of this LoA
- III. The Performance Security of Rs (<Amount in Words>) to be submitted to ITPO at Address xxxx within 07 days of the issue of this LoA.
- IV. Furthermore, you shall execute the Contract Agreement confirming the acceptance to the Terms & Conditions of the RFP document.
- V. It may be further noted that until formal contract agreement is executed, this LoA will constitute a binding contract between <Name of TA> and ITPO.
- VI. The Scope of work, other terms and condition as covered in the tender document as well its subsequent amendments through corrigendum also form part of this LoA.

Your Faithfully,
<Signature of Officer>

<Name of Officer>
<Designation>
<Stamp & Seal>

LoA Accepted
<Signature of Authorised
Signatory>
<Designation>
<Name of Firm & Seal>
<Name of Firm & Seal>

Annexure V**Particulars of Key Personnel**

S.No	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	No. of Eligible Assignments
(1)	(2)	(3)	(4)	(5)	(8)
1.	Project Manager				
2.	Team Member No.1				
3.	Team Member No.2				

Annexure VI

Bank Guarantee for Performance Security

To,

India Trade Promotion Organisation,
Bharat Mandapam,
New Delhi-110001

In consideration of the India Trade Promotion Organisation (herein called the "Auditee") having to enter into an Agreement with M/s..... (herein called the "Auditor") as a follow up to the Letter of Award no..... dated..... Issued by the Authority for **"SELECTION OF CERT-In Empaneled Auditor for Cyber security Audit of ICT infrastructure in Bharat Mandapam, New Delhi"** on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of Consultant, We, (Bank) do hereby undertake to pay the Authority an amount not exceeding INR..... (Rupees Only) against any default or failure on the part of the Transaction Advisor to perform the contract in accordance with the terms & conditions or any breach of the said Agreement.

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Transaction Advisor or any of the terms conditions contained in the said timeframe or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees only).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Auditor in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Auditor shall have no claim against us for making such payment.
3. We, (Bank) further agree that the Guarantee herein contained shall remain full force and effect till completion of project work to the complete satisfaction of the

Authority in terms of conditions of contract and Letter of Award (LoA) and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Auditor and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Authority in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We, (Bank) further agree with the Authority that the Authority shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said Auditor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Auditor or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Auditor or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the Auditor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Authority may have obtained or obtain from the Auditor at the time when proceedings are taken against the bank hereunder be outstanding unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR (Rupees..... Only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged even if there is a change in the constitution of the Bank or the Consultant.
8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of..... 2025

For.....

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.....

Name of the bank and Branch (SEAL)

Annexure VII-IT Security Audit Experience of the Bidder
(To be submitted along with PQ bid envelope)

(Use separate sheets for each Project and attach appropriate evidence. Ensure that the number of projects presented is with specific reference to the Evaluation Criteria of this bid document.)

Sr. No.	Requirement Details	
1	Name of the Project (if any)	
2	Project Location	
3	Name of the Company	
4	The company address, contact name, and number	
5	The company size (number of Users at the time of audit services)	
6	Project scope	
7	List of audit tools used	
8	Security Standards used	
9	Value of the work done (INR in crores)	
10	Date of Award/signing of the contract	
11	Date of commencement of the work	
12	Date of completion	
13	Man-months effort	

Name and Designation of Signatory:

(Seal & Signature of Authorized Person)

Name of Firm:

Address

**Annexure VIII-General profile of the Bidder
(To be submitted along with PQ bid envelope)**

A	General Information	
1	Registered Name of the company	
2	Address of the Registered Office or Head Office	
3	The mailing address of the Bidder	
4	GSTN Number	
5	Phone Number (with STD code)	
6	Email ID	
7	Type of Entity	
8	Date of Establishment	
9	Name of the Chief Executive	
10	Name of the Authorized Signatory	
11	Phone No. and Email-ID of the Authorized Signatory	
12	Name of the Contact Person	
13	Phone No. and Email ID of the Contact Person	
14	Other details, if necessary	
B	General Information	
1	The total number of Employees & Consultants of the proposed audit service activities	
2	The number of your firm's employees in India who are involved in IT security audits/consultancy.	
3	Locations in India where you have offices/centers/ (Please indicate the offices in India especially in and around Delhi/NCR Region)	
C	Quality Assurance	
1	Details of Quality Assurance accreditation/certification (Please provide of details about SEICMM/ESCM/CMMI from CMMI Institute (ISACA) /ISO/any other Certifications)	

	2024-25	2023-24	2024-25
Revenue (in INR crores)			
Profit Before Tax (in INR Crores)			
Revenue from IT services (in INR crores)			

Name and Designation of Signatory:

(Seal & Signature of Authorized Person)

Name of Firm:

Address

Annexure IX

BID FORM (BOTH - ONLINE and HARDCOPY)

(To be submitted on the firm's letter head and signed by an authorized person -
Documentary proof authorizing the person by the bidder to be attached)

To

General Manager (Information Systems)
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Ref: Bid document No.

Sir/ Ma'am

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements/ scope of work & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender/IFB/RFQ/RFP etc. documents. If our bid is accepted, we will submit a Performance Bank Guarantee (PBG), in the form prescribed by ITPO as per the tender terms and conditions. The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months. The EMD will be retained by ITPO till PBG is submitted.

We agree to abide by this bid for a period of 180 Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, We declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified

in the document.

2. We hereby offer to supply the Goods and/or Services and/or Works at the prices and rates mentioned by us in the Financial Bid format/Schedule.

3. We have satisfied itself as to the correctness and sufficiency of the Contract Price covers all its obligations under the Contract.

4. We enclose herewith the complete bid as specified.

5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.

6. Certified that the bidder is a company and the person signing the document is the constituted attorney.

7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.

Dated this day of 20__

Details of enclosures- Appendix of Undertaking to be provided on stamp paper

Signature of Authorised Signatory of Bidder

Official Address: _____

Telephone No.

Telegraphic Address:

Fax No.

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

Annexure X

**UNDERTAKING
(BOTH - ONLINE and HARDCOPY)**

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS

Along with TERMS & CONDITIONS

(To be submitted on Rs.100 Stamp paper issued in Delhi duly signed by the authorized signatory of the bidder)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing ITPO requirements at the time of signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the requisite OEM authorization/ authentication as and when required and/or asked for by ITPO, as per the solution and/or requirements, as decided by ITPO at their discretion.

I/We hereby undertake that I/We understand that the ITPO reserves the right to float a separate tender for the scope of work and requirements as mentioned in the respective Chapter of this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for ITPO for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the ITPO. In case of a failure to comply and/or a variation the ITPO has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of Ninety days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid

validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of ITPO on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of ITPO and shall provide the same solution as proposed in the bid document during contract period. In case of a default ITPO can levy liquidated damages on myself/ ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, ITPO has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Signature of Authorised Signatory

Official Address: _____

Telephone No.

Telegraphic Address:

Fax No.

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

Annexure XI**Pre-Qualification/ Eligibility criteria Compliance Form
(BOTH - ONLINE and HARDCOPY)**

S.No	Eligibility Criteria	Document Proof	Compliance Yes or No	Page Number
1	Bidders should be from CERT-IN empaneled Information Systems Audit Organizations	Copy of CERT-IN empanelment with valid registration Number		
2	1. The Bidder may be a partnership firm, or a limited liability company or a company registered under the Companies Act, 2013, in India 2. GST Registration 3. PAN Registration	Certificates of incorporation for Company / Partnership Deed / Proprietorship firm self-declaration (as the case may be). + Valid copy of GST Certificate + PAN Card		
	Bidder should have registered office in Delhi/Gurugram/Noida.	Certified copy of registration certificate(RoC)		
3	The Earnest Money Deposit of the amount as per GeM.	To be submitted as per GeM		
4	Bidder must have a positive net-worth from last 3 Financial years (2024-25, 2023-24, and 2022-23).	Audited Balance Sheet + Profit & Loss account + CA Certificate specifying the positive net worth. (provisional certificate from CA may be submitted for the FY-2024-25)		
5	The bidder should have a minimum annual turnover of Rs 05 Crore from IT services in the last 3 Financial years (2024-25,2023-24,2022-23)	Audited Balance Sheet + Profit & Loss account + CA Certificate specifying the turnover from IT services. (provisional certificate from CA may be submitted for the FY-2024-25)		
6	The Bidder should have executed at least 3 projects in the last three years of similar nature of jobs, particularly in Cyber Threat & Vulnerability Assessment / Security Audit Services for any Govt. Department / Quasi Govt. Dept	Copy of Work Order + Agreement copy highlighting the scope of work.		

	/ PSU / Bank in India/other organisations.			
7	The Bidder shall submit the Power of Attorney of Authorization for signing the Bid in Rs.100.00 Non-Judicial Stamp Paper.	To be submitted as per given Format		
8	The Bidder must have at least 40 Professionals on Payroll with relevant industry-recognized certifications – CISA/CISM /GSNA/CISSP/CEH/ISO 27001 Lead Auditor	Self-Declaration on Letter Head of the firm signed by authorized signatory.		
9	The Bidder should have at least 10 should have CISA/CISM/CISSP, at least 10 should have ISO 27001 LA/LI professional certification, at least 5 should have CEH/OSCP professional certification.	Attach Valid Certificate from HR of the bidder on its letter-head duly signed, sealed/ stamped by authorized signatory		
10	Bidder must not have been blacklisted by any Government Department/ PSU/ PSU Banks/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.	(Attach self-declaration by authorized signatory on its letter-head duly signed, sealed/ stamped)		
10	The Bidder who has conducted the VA/PT of ITOP, IT Infrastructure during last three years is not eligible to participate in this tender. Also existing service providers/vendors of ITPO in the field of Information systems are barred from participating in the Bid.	(Attach self-declaration by authorized signatory on its letter-head duly signed, sealed/ stamped)		

Note:

- The bidder must fulfill the above eligibility criteria conditions. Bid of bidders not fulfilling the prequalification conditions given above are liable to be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- ITPO reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.
- The ITPO will solely verify and substantiate all the details as submitted by the prospective / successful bidder as and when required and before processing of any payments.

- d) The firms registered with National Small Industries Corporation (NSIC)/ Micro and Small Enterprises (MSEs) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.
- e) The bidder's claiming to be MSME and/or MSME-SC/ST and/or Start Ups and/or Domestically Manufactured Producer under Make in India initiatives etc., the relaxations and concessions as per Government of India notifications/ instructions/guidelines issued from time to time and as adopted/allowed by ITPO are allowed to same subject to submission and production of requisite documents/proofs etc.
- f) In addition to prerogative as mentioned above, ITPO's reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.
- g) Bidder's claiming exemptions should enclose UAN and submit the same on CPPP portal of Govt. of India and adhere to all Guidelines as issued and amended from time to time by Government of India.

Signature of Authorised Signatory

Official Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail _____

Contact Person Name: _____

Contact Person Mobile No: _____

Contact Person email: _____