

Responses of Prebid Queries/Suggestions/Clarifications of "RFP for Selection of Third-Party Auditor (TPA) for VAPT of Rajasthan State Data Centers (RSDCs)" issued vide F4.2(647)/RISL/Tech/24-02603-6597363/ BSDC-254 dated 24.12.2024

S.N.	Page No. / Para No.	RFP Rule No	Rule Details	Bidder's Query/Suggestion/Clarification	Change in RFP
1	Page No. 8 AND 25	1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB) AND 12) Selection Method:	Least Cost Based Selection (LCBS) – LI	Looking to the criticality of the Project for Rajasthan Government and its large coverage, May We request to change the selection method from Low Cost-Based Selection (LCBS) to Quality and Cost-Based Selection (QCBS) criteria to allow Government to identify most technical competent bidder as Service Provider.	As per RFP
2	Page No.8	INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)	Estimated Procurement Cost Rs 160 Lakhs (Rupees One Crore Sixty Lakhs Only) (Incl. all taxes and levies)	Looking at the criticality of the project for the Rajasthan government and its large coverage of RSDCs, the numbers of IPs & network components increased over the last two years, with multiple reassessments in a year, the scope of performing VAPT, security audits, network audits, SOC assessments, cloud security assessments, IAM testing, and container security testing, the estimated procurement cost seems to be on the lower side. Hence, we request that the estimated procurement cost be around 3 CR. Further, looking into the ratio of numbers of IPs increased over the last two years, there will be a high probability of further increases of IPs in RSDCs; hence we may request to ask for an additional quote in the RFP.	As per RFP
3	Page No.9	INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)	Date/ Time/ Place of Technical Bid Opening Date: 24.01.2025 at 04:00 PM	Looking to the various Risk/Legal Formalities to be completed our end after Corrigendum to be released by RISL, May we request to extend the Bid submission date for minimum 30 days from the date of Corrigendum released by RISL.	As per RFP
4	Page No.12	3.Pre-qualification /Eligibility Criteria	Sr. No 4 Technical Capability The bidder must have successfully performed one (1) similar VAPT project for Government/PSU/ Bank of value not less than of Rs. 1 Crores in India from 01/04/2020 to the last date of bid submission. or The bidder must have successfully performed two (2) similar VAPT projects for Government/PSU/ Bank of cumulative value not less than of Rs.1.5 Crores in India from 01/04/2020 to the last date of bid submission.	Being one of the largest IT infrastructure & Data Centers, We believe that RISL has is seeking services from reputed and well established firms . Hence, we believe that the firm delivering these services should be Technical sound/relevant experience. Thus; We would like to request you to please revise the criteria as mentioned below :- The bidder must have successfully performed audits as TPA for IT infrastructure/ data centers works at-least three (3) continuous years for Government owned State/ National Data Center in India during last 10 years value not less than of Rs. 2 Crores for one project in India to the last date of bid submission. or The bidder must have successfully performed audits as TPA for IT infrastructure/ data centers works at-least three (3) continuous years for Government owned State/ National Data Center in India during last 10 years cumulative value not less than of Rs. 3 Crores from two project in India to the last date of bid submission.	Sr. No 4 Technical Capability The bidder must have successfully performed one (1) similar VAPT project for Data Centres of Government/PSU/ BFSI of value not less than of Rs. 1 Crores in India from 01/04/2020 to the last date of bid submission. or The bidder must have successfully performed two (2) similar VAPT projects for Data Centres of Government/PSU/ BFSI of cumulative value not less than of Rs.1.5 Crores in India from 01/04/2020 to the last date of bid submission.

5	Page No.13	3.Pre-qualification /Eligibility Criteria	<p>Sr. No 5 Financial Turnover from IT/ITes As per published audited balance sheets, the Average Annual Turnover of the bidder from IT/ ITeS for last three financial years i.e., 2021-22 to 2023-24 should be at least Rs. 10 Crores</p>	<p>Being one of the largest IT infrastructure & Data Centers, We believe that RISL has is seeking services from reputed and well established firms . Hence, we believe that the firm delivering these services should be Technical sound/relevant experience. Thus; We would like to request you to please revise the criteria as mentioned below :- As per published audited balance sheets, the Average Annual Turnover of the bidder from IT/ ITeS for last three financial years i.e., 2021-22 to 2023-24 should be at least Rs.250 Crores.</p>	As per RFP
6	Page No.14	4.1 Scope of Work (SoW)	4.1.1 Security and compliance Audit d) The Third Party Auditor shall conduct the vulnerability assessment & penetration testing on the identified components	<p>To conduct an audit of VAPT, we request RISL to provide VPN connection as required, and other permissions as requested by the selected bidder at the time of initiation project to perform activity.</p> <p>Further, please confirm if the bidders are required to perform penetration testing for all the IPs or on a sample basis. As per the VAPT methodology, the PT has to be performed on a sampling basis on similar kinds of assets and on assets with vulnerability identified as critical or high.</p>	Refer RFP page 16 Clause 4.2.2
7	Page No.14	4.1 Scope of Work (SoW)	<p>4.1.1 Security and compliance Audit f) The Third Party Auditor shall conduct security assessment of SOC (Security Operation Centre). g) The Third Party Auditor shall conduct Cloud security assessment. h) The Third Party Auditor shall perform Identity and Access management (IAM) testing. i) The Third Party Auditor shall perform Container security testing.</p>	<p>Looking into the title of the RFP (Selection of Third-Party Auditor (TPA) for VAPT of Rajasthan State Data Centres (RSDCs)) and scope of work is totally different, where the selected TPA has to perform various activities apart from VAPT, like security audit, security measure followed by DCO, internal audit as per ISO 27001 standard, network security audit, SOC assessment, cloud security assessment, IAM testing, and container security testing, which are very open statements or scope. The audit scope is always closely defined with scope boundaries to avoid any conflicts. Further, it is not clearly defined what has to be performed by the TPA under scope 4.1.1 (f to i) as performing SOC assessment, cloud security, IAM testing, and the container itself are separate scopes from VAPT or security audit. Hence, we request to clarify and define the scope boundaries of what sort of activities have to be performed by the selected TPA for 4.1.1 (f to i). Or is any benchmarking is in place for same.</p>	<p>4.1.1 Security and compliance Audit f) The Third Party Auditor shall conduct security assessment of SOC (Security Operation Centre) as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. g) The Third Party Auditor shall conduct Cloud security assessment as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. h) The Third Party Auditor shall perform Identity and Access management (IAM) testing as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. i) The Third Party Auditor shall perform Container security testing as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. j)The Third Party shall conduct data privacy review as per NCIIPC guidelines, DPDPA (Digital Personal Data Protection Act) and other prevalent guidelines for below critical applications. E-Mitra, Jan-aadhaar, Raj-Kaj, Sampark, IHMS, IEMS k) The firm shall suggest and recommend tools, Technology, Frameworks, Devices etc to fill the security gaps in RSDC.</p>

8	Page No.15	4.1 Scope of Work (SoW)	4.1.1 Security and compliance Audit j) Deliverables: security testing. <input type="checkbox"/> Compliance to RSDCs Policy Guidelines. <input type="checkbox"/> Compliance of Security Policy Guidelines. <input type="checkbox"/> Internal ISMS Audit in compliance to ISO 27001 Standard	We may request clarification on whether RSDC's policy guidelines and security guidelines differ from ISO 27001 policy guidelines. If yes, we may request to mention the policies of RSDCs and security so the bidder may factor the efforts accordingly.	4.1.1 Security and compliance Audit l) Deliverables: security testing <input type="checkbox"/> Compliance to RSDCs Policy, as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. <input type="checkbox"/> Compliance of Security Policy, as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. <input type="checkbox"/> Internal ISMS Audit in compliance to ISO 27001 Standard
9	Page No.15	4.1 Scope of Work (SoW)	4.1.1 Security and compliance Audit j) Deliverables: security testing. Deliverables: Security Audit reports including but not limited to following checkpoints/controls: Vulnerability Assessment and Penetration Testing (VA & PT). The Final Report with Executive Summary should include: o Identification of Vulnerabilities, o Evaluation of Potential Risks, o Prioritization of Risks, o Recommend remedial actions/solutions to mitigate/ eliminate the identified risks.	Please confirm if the bidders are required to perform re-assessment of the entire IP's in scope or on a sample basis.	Re-assessment is Full Periodic Assessment at every level per year.
10	Page No.15	4.1 Scope of Work (SoW)	4.1.2 (b) Network Security Audit The selected IT Security Audit Agency shall perform configuration audit of networking and security equipment installed in the data center like Firewall, Router, IPS/IDS, Switch etc. and provide recommendations to DoIT&C and RISL for performance improvement.	We request RISL share the details in numbers with a model of all the networking and security equipment installed in the data centre, like firewalls, routers, IPS/IDS, switches, etc., to identify the tools to perform the network audit and effort estimations.	It is requested to visit RSDC for further detailed information.
11	Page No.15	4.1 Scope of Work (SoW)	4.1.2 Network Security Audit C)The Third Party Auditor shall conduct Secure Architecture review of overall DC. d) Deliverables: i. Comprehensive report detailing overall health and design of network.	We believe that RISL may have any organizational benchmark in place for architecture review of overall DC and health check. If yes, please share the details so the selected bidder may follow the same.	4.1.2 Network Security Audit C)The Third Party Auditor shall conduct Secure Architecture review of overall DC as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies. d) Deliverables: i. Comprehensive report detailing overall health and design of network as per guidelines issued by CertIN, MHA and other Govt. of India and state Govt. agencies.
12	Page No.16	4.2 Roles and Responsibilities	4.2.1 (e) Roles and Responsibilities of Selected TPA In the case of remote testing, the origin of the testers by telephone numbers and/or IP addresses is made known.	We understand that the audit/testing can be done remotely. Kindly confirm if our understanding is correct.	Refer S.no. 6

13	Page No.15	4.3 Project Deliverables, Milestones, Time Schedules and Payments	Deliverables- 1. Assessment Report of each year (First level deliverables) 2. Re-assessment Report of each year (Second level deliverables) 3. Re-assessment Report of each year (Final level deliverables)	We believe that reassessment will be performed by the selected bidder on component issues identified and reported during the previous level of assessment. We request you to kindly accept the same.	Refer S.No. 9
14	Page No.15	4.3 Project Deliverables, Milestones, Time Schedules and Payments	Due Pay - <input type="checkbox"/> 70% of the yearly cost on delivery of first level deliverables of that year. <input type="checkbox"/> 15% of the yearly cost on delivery of second level deliverables of that year. <input type="checkbox"/> 15% of the yearly cost on delivery of final level deliverables of that year.	We believe that, selected bidder will get the 70% of the total Quoted Cost in financial bid, on delivery of first level deliverables. However, the remaining 15% of each payment is dependent on responses from the IT FMS vendors/line department, and if there is still any open issue in the re-assessment and final assessment, the bidder shall not be responsible for that, and TPA shall not be liable for any penalty. We request you to kindly accept the same.	As per RFP
15	Page No.57	7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	2) Penalty Delay in Submission of Deliverables - A penalty of Rs. 10,000/- per day (Including GH) with a capping of 10% of the invoice value	We believe that, the delay from IT FMS vendors/ line departments should not be accounted on selected bidder. Further, we may request to exclude the GH and only working will be considered. Also, we request for capping penalty up to 5% of invoice value.	As per RFP
16	Page No.58	ANNEXURE-1: RSDC Infrastructure Details (Indicative)	Table DC – I: 2042 DC – III: 5137 DC – IV: 7985 DR Site: 3332	We may request bifurcation required in terms of internal IPs, firewalls, switches, routers, etc., to give effort estimations. Further, looking into the number of IP addresses (approx.) for each DC, we may request to revise the deliverables half yearly (first level & final level) under clause 4.3 Project Deliverables, Milestones, Time Schedules, and Payments.	Ref S.No 10
17	Page No.58	ANNEXURE-1: RSDC Infrastructure Details (Indicative)	Note:- The above list of sizing is indicative only and includes various devices Routers, Switches, Firewalls, UTMs, IPS/IDS, VMs etc. The selected bidder shall conduct the audit in totality, as required in the scope of the RFP.	We believe that the infrastructure in the data center may increase over time, as we have noticed from the comparison between the last tender and the current tender. As such, this will impact the efforts. Hence, we request RISL to set a capping of 10% in the increase of IPs. Any addition beyond that would be mutually discussed and agreed upon.	As per RFP
18	Page No.32	26) Confidentiality	26) Confidentiality	We would like to request you to please include the following point in this clause: The confidentiality obligations should be applicable up to one(1) year of completion of respective assignment under this empanelment.	As per RFP

19	Page No.52	37 Exit Management	<p>37) Exit Management b) i. Transfer of Assets The selected bidder may continue work on the assets for the duration of the exit management period which may be a six (6) months period from the date of expiry or termination of the agreement, if required by tendering authority to do so. If manpower continues for said period, payment will be made as per the approved rates given in work order. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.</p>	<p>We understand that the selected agency is only required to provide IT security audit. Hence the clause may not be applicable and as such may be removed</p>	As per RFP
20	Page No.54	32 Exit Management	<p>e) Transfer of certain agreements - ii) Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL/ DOIT&C or its nominated agencies, and/ or any replacement operator in order to inventory the assets.</p>	<p>We request you to remove the clause as the man power deployed shall be working on the Purchaser's location, hence we do not foresee any requirement for access to the selected agencies' premises</p>	As per RFP
21	Page No. 50	33) Limitation of Liability	<p>33) Limitation of Liability b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.</p>	<p>We may request that the aggregate liability of the supplier/selected bidder to the purchaser, whether under the contract, in tort, or otherwise, shall not exceed the diminishing value of the remaining contract, not on the overall value of the contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the supplier/selected bidder to indemnify the purchaser with respect to patent infringement. - gross negligence and wilful misconduct.</p>	As per RFP

22	Page No. 49	29) Extension in Delivery Period Liquidated Damages (LD)	29) Extension in Delivery Period Liquidated Damages (LD) The maximum amount of liquidated damages shall be 10% of the work order value	We may request that the maximum amount of liquidated damages shall be 10%. The percentage refers to the payment due for the associated milestone/ item. Further, May we request that liquidated damages/ penalty will be applicable on for the reasons directly and solely attributable to the Bidder.	As per RFP
23	Page No. 39	39) Risk and Cost	39) Risk and Cost If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to	May we request to delete this clause or modify the clause in view of the following: 1. Bidder shall be liable only if such breach is solely and directly attributable to it. 2. This should be limited or capped to the Liquidated damages or Penalty that may have been agreed under the contract. 3. This has to be adjusted only against amounts due under this contract (not any other contract) mutually agreed between the parties.	As per RFP

24	Page no. 12 Para 3 Clause 4	Technical Capability	<p>The bidder must have successfully performed one (1) similar VAPT project for Government/PSU/ Bank of value not less than of Rs. 1 Crores in India from 01/04/2020 to the last date of bid submission. Or The bidder must have successfully performed two (2) similar VAPT projects for Government/PSU/ Bank of cumulative value not less than of Rs.1.5 Crores in India from 01/04/2020 to the last date of bid submission.</p>	<p>If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". Similar Condition is made in other tender documents. Bidder should be empanelled by Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India. Note: No exemption w.r.t CERT-In empanelment certificate as per 1.f above shall be granted to any bidder under any circumstances.</p> <p>We are attaching the previous RFP for the Selection of a Third-Party Auditor (TPA) for Rajasthan State Data Centers (RSDCs) as a reference. The previous RFP did not include any technical capability or experience criteria, with CERT-In empanelment being the sole requirement. We kindly request that the technical capability and experience criteria be aligned with the previous year's standards to encourage broader participation and foster healthy competition."</p> <p>Ref. 1 Previous RFP for Same type of Work Ref-2: Policy Circular No. 1(2) (1)/2016-MA dated 10.03.2016 Ref-3: Office Memorandum No. F.20/2/2014-PPD(pt) 25.07.2016 Ref-4: Unstarred Question 1393 to be answered on wed, 10.02.2021 in Lok Sabha Ref.5 O.M. No. F-20/2/2014-PPD(Pt.) dated 25th July 2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi</p>	As per RFP
25	Page no. 12 Para 3 Clause 5	Financial Turnover from IT/ITes	<p>As per published audited balance sheets, the Average Annual Turnover of the bidder from IT/ ITeS for last three financial years i.e., 2021-22 to 2023-24 should be at least Rs. 10 Crores</p>	<p>We are attaching the previous RFP for the Selection of a Third-Party Auditor (TPA) for Rajasthan State Data Centers (RSDCs) as a reference. The previous RFP did not include any technical capability or experience criteria, with CERT-In empanelment being the sole requirement. We kindly request that the technical capability and experience criteria be aligned with the previous year's standards to encourage broader participation and foster healthy competition.</p>	As per RFP

26	Page 8 Para.1	Bid Security (EMD) and mode of payment / Bid Fee/ Processing Fee	<p>1. Fees in the favour of “Managing Director, RISL” payable at Jaipur (Rajasthan)</p> <p>2. Bidding document fee: Rs. 2,000/- (Rupees Two Thousand only) in form of Demand Draft/ BC.</p> <p>3. RISL Processing Fee: Rs. 2,000/- (Rupees Two Thousand only) in form of Demand Draft/ BC.</p> <p>4. Amount (INR):3,20,000 [2% of the estimated procurement cost] or Rs. 80,000 [0.5% in case of SSI Units of Rajasthan], or Rs.1,60,000 [1% for those Sick Industries, other than S.S.L., whose cases are pending with Board of Industrial & Financial Reconstruction (BIFR)].</p> <p>5. Mode of Payment: Banker’s Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of “Managing Director, RISL” payable at “Jaipur” (as per Annexure - 12)</p>	<p>General Financial Rules (GFR), 2017 – Rule 170</p> <p>The General Financial Rules provide guidelines for financial management in government departments. Rule 170 specifically addresses bid security:</p> <p>EMD Exemption: It stipulates that departments should not require EMDs from certain categories, including MSEs and Startups, to reduce the financial burden on these entities.</p> <p>Office Memorandum by the Ministry of Finance (July 25, 2017)</p> <p>The Ministry of Finance issued an Office Memorandum providing: EMD Exemption for Startups: It clarifies that startups recognized by DPIIT are exempted from submitting EMDs in public procurement tenders.</p> <p>Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012</p> <p>The Ministry of Micro, Small, and Medium Enterprises issued this policy to promote and develop MSEs. Key provisions include:</p> <p>Bid & Processing Fee Exemption: MSEs registered with appropriate agencies are entitled to receive tender documents free of cost.</p>	As per RFP
27	Page No. 12		<p>The bidder must have successfully performed one (1) similar VAPT project for Government/PSU/ Bank of value not less than of Rs. 1 Crores in India from 01/04/2020 to the last date of bid submission.</p> <p>or</p> <p>The bidder must have successfully performed two (2) similar VAPT projects for Government/PSU/ Bank of cumulative value not less than of Rs.1.5 Crores in India from 01/04/2020 to the last date of bid submission.</p>	<p>We request the department to amend this clause as follows:</p> <p>"The bidder must have successfully completed one (1) similar VAPT project for a Government/PSU/Bank or any TPA project in a data center, with a value of not less than Rs. 1 Crore in India, during the period from 01/04/2020 to the last date of bid submission,</p> <p>or</p> <p>The bidder must have successfully completed two (2) similar VAPT projects for a Government/PSU/Bank or any TPA project in data centers, with a cumulative value of not less than Rs. 1.5 Crores in India, during the period from 01/04/2020 to the last date of bid submission."</p>	Refer S.No. 4
28	Page No.14		The Third Party Auditor shall conduct security assessment of SOC (Security Operation Centre).	<p>We request the department to amend this clause as follows:</p> <p>The Third Party Auditor shall conduct a security assessment of SOC (Security Operation Centre) devices.</p>	Ref. S.No. 7
29	Page No.14		The Third Party Auditor shall conduct Cloud security assessment	<p>We request the department to amend this clause as follows:</p> <p>The Third Party Auditor shall conduct Vulnerability Assessment and Penetration Testing (VAPT) for private cloud devices.</p>	Ref. S.No. 7
30	Page No.16		Re-assessment Report of each year	We request the department to clearly mention in this clause that the department intends to conduct audits three times a year as periodic audits.	Refer S.No. 9
31	Page No.57		A penalty of Rs. 10,000/- per day (Including GH) with a capping of 10% of the invoice value	<p>We request the department to amend this clause as follows:</p> <p>A penalty of Rs. 1,000/- per day (Including GH) with a capping of 10% of the invoice value</p>	As per RFP
32	Page No.58		DC-I;DC-III;DC-IV;E-Sign DC; e-Sign DR and DR Site	Please Mention the device details with Type.	Ref S.No 10

33	Manpower Strength	We request the department to Add this clause as follows: The bidder must have a manpower strength of at least 50 full-time, technically qualified personnel. Additionally, the bidder must have at least 10 certified resources holding any one of the following certifications: CISA, CISM, CEH, or ISO 27001.	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Manpower strength is added in Eligibility criteria: The bidder must have a sufficient manpower strength with at least 10 technical certified resources holding any of the following certifications: CISA CISM CEH ISO 27001 (Lead Auditor)
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