



REPLY TO BIDDER'S PRE-BID QUERIES
Hiring of Advisory Services for Cyber Security Assessment, Information Security Policy, IT
BCP and CCMP Review

Owner: INDRAPRASTHA GAS LTD

BID DOCUMENT NO. IGL/ET2/CP/CM18317

Sl No	Page No.	Clause No. & Description	Tender Requirement	Bidder's Query	IGL's Reply
1	9	7.4 Documents Required	Single work order copy & its completion certificate defining the complete scope of work issued from the end client to the bidder duly certified by end client must be submitted along with the offer with executed value in last 7 years.	Request you to kindly modify the clause as below: Single work order copy & its completion certificate defining the complete scope of work issued from the end client to the bidder duly certified by end client or Copies of Invoices raised against project milestones and their Payment Proofs via Bank Statement screenshots along with certificate issued by Bidder's 'Statutory Auditor' confirming the payments received must be submitted along with the offer with executed value in last 7 years.	Tender Conditions Prevail
2	59	2.0 CYBER SECURITY ASSESSMENT – ANNUALLY (FOR 3 YEARS)	2.1 Conduct a comprehensive Cyber security assessment (VA/PT, network audit, configuration review, cloud security) against the IT infrastructure for the IGL. The security assessment should include a technical, configuration-level, end-user security and security process assessment.	Please provide list and details of IT components for which VA/PT and configuration review to be performed. Also, VA/PT to be blackbox or whitebox.	Tender Conditions Prevail List of assessts as of now is provided in the tender (please refer pg no 62) Also, the VA/PT to be done in both ways i.e. blackbox as well as whitebox.
3	59	2.0 CYBER SECURITY ASSESSMENT – ANNUALLY (FOR 3 YEARS)	2.9 Interview key staff members to determine current level of compliance.	Please provide staff details to be interviewed	Tender Conditions Prevail Detailed information will be provided to the successful bidder upon award of the tender.
4	59	2.0 CYBER SECURITY ASSESSMENT – ANNUALLY (FOR 3 YEARS)	2.16 Broad level security assessment of SCADA system from administrative prospective.	Please provide SCADA system details and expeted level of security assessment	Tender Conditions Prevail Detailed information will be provided to the successful bidder upon award of the tender. As of now, it is only broad level SCADA system review for administrative prospective.
5	59	2.0 CYBER SECURITY ASSESSMENT – ANNUALLY (FOR 3 YEARS)	2.17 The GSP application should be included in the assessment by evaluating its integration, functionality, and performance within the broader system. This will ensure that its impact on overall system efficiency, security, and user experience is properly assessed.	Does that include completed functionality testing and performance testing of the GPS application and provide the details of the GPS application. Also, please clarify that whether testing tools to be provided by client.	Tender Conditions Prevail GSP application is hosted at Azure cloud. Detailed information will be provided to the successful bidder upon award of the tender. Testing tools (licensed) all to be used by the bidder. The over all purpose is to identify & mitigate security risks in cloud application & enhance cloud security.

6	61	6.0 SPECIAL TERMS AND CONDITIONS	Bidder to provide minimum two similar work order with completion report / certificate, contact details for reference along with the technical bid.	Please allow copies of Invoices raised against project milestones and their Payment Proofs via Bank Statement screenshots along with certificate issued by Bidder's 'Statutory Auditor' confirming the payments received and an evidence for project completion.	Tender Conditions Prevail Clarification- This information is required for reference check purpose only. Bidder to provide contact details of customer for reference check. Bidder may provide supporting documents as mentioned.
7	61	6.0 SPECIAL TERMS AND CONDITIONS	6.5 The bidder to follow security best practices while conduction security assessment so that there should not be any disturbance in services which are 24*7.	For the assessment of IT infrastructure and applications, testing environment identical to live environment shall be provisioned by the client, so that there should not be any disturbance in services.	Tender Conditions Prevail There is not such testing environment, bidder to take the necessary precautions, and if there will be any disturbance in services, bidder may inform in advance.
8	63	7.0 DELIVERABLES	1. This is the approximation list of the inventory; the inventory keeps on increasing as per the business requirements.	Please provide YoY growth of devices for consting of 3 years.	Tender Conditions Prevail List of assets provided in the tender is tentative. However, they might be increased upto 10% during the contract period.
9	63	7.0 DELIVERABLES	4. The main business enabling applications is from SAP with all major modules. Apart from this, there are several other supporting application at IGL like, O365, GIS, BWS/FTS, Intranet, IGL Connect, Mobile apps etc. There are around 30 major / minor applications in use at IGL	Please provide application details for the consting purpose.	Tender Conditions Prevail Detailed information will be provided to the successful bidder upon award of the tender. As of now, there are around 30 applications in use at IGL.
10	74	FORM 6 DECLARATION (On Bidder's letter head)	We also confirm that we have not been banned or delisted by any government ministry / MOPNG / Delhi Government / Promoter / any government (national, state or local), PSU, PSU-JV and/or other government entities from quoting.	Please change the clause as below: We also confirm that we have not been banned or delisted by any government ministry / MOPNG / Delhi Government / Promoter / any government (national, state or local), PSU, PSU-JV and/or other government entities from quoting	Tender Conditions Prevail
11		Section 7 – Asset Inventory Table	Operating Systems	We assume we are required to conduct VAPT as well as configuration reviews. Please confirm	Tender Conditions Prevail Yes, bidder have to perform VAPT as well as Configuration review.
12		Section 7 – Asset Inventory Table	Database Servers	We assume we are required to conduct VAPT as well as configuration reviews. Please confirm	Tender Conditions Prevail Yes, bidder have to perform VAPT as well as Configuration review.
13		Section 7 – Asset Inventory Table	Network Security	We assume we are required to conduct configuration reviews. Please confirm	Tender Conditions Prevail Yes, bidder have to perform Configuration review.
14		Section 7 – Asset Inventory Table	Firewall	We assume we are required to conduct configuration reviews as well as rule base reviews. Please confirm	Tender Conditions Prevail Yes, bidder have to perform Rule base review as well as Configuration review.

15	Section 7 – Asset Inventory Table	Cloud based applications	We assume we are required to conduct VAPT (appsec review). Please confirm	Tender Conditions Prevail Yes, bidder have to perform VAPT as well as Configuration review.
16	Section 7 – Asset Inventory Table	Mobile applications	We assume we are required to conduct VAPT (appsec review). Please confirm	Tender Conditions Prevail Yes, bidder have to perform VAPT as well as Configuration review.
17	Section 7 – Asset Inventory Table	Public IP/ websites	We assume we are required to conduct external VAPT. Please confirm	Tender Conditions Prevail Yes, bidder have to external VAPT.
18	Section 7 – Asset Inventory Table	Client OS	We assume we are required to conduct Internal VA scan for 25% endpoints annually. Please confirm	Clarification - Bidder have to perform the VAPT for all the inventory provided in SOW. (please refer pg 62)
19	Section 7 – Asset Inventory Table	Internet Service Provider and Managed SOC services	Kindly elaborate the scope of work for these assets	Tender Conditions Prevail Configuration review, Rule base review or any industry standard security tests to be conducted by bidder. End goal is to protect all the devices from external as well as internal threats.
20	Section 7 – Asset Inventory Table	O365	We assume we are required to conduct configuration review. Please confirm	Tender Conditions Prevail Yes, bidder have to perform Configuration review.
21	Section 7 – Asset Inventory Table	API Security testing	We assume we are required to API security testing for around 150 APIs. Please confirm	Tender Conditions Prevail Yes, bidder have to perform the API security testing.
22	Section 7 – Asset Inventory Table	“We are in progress of migration of some applications to cloud. Once done then these applications will also be a part of the assessment”	Kindly specify the count of these applications	Tender Conditions Prevail One application.
23	Section 7 – Asset Inventory Table	Secure configuration testing	Do you have the baseline documents/ secure configuration documents for the servers/ network devices? If no, do you want us to perform such reviews using CIS benchmarks?	Tender Conditions Prevail There are no such documents. Bidder to follow the rules as per the industry standards.
24	Section VI – Schedule of Rate	SOR format	We assume that this scope in year 1 is not to be repeated in Year 2 and 3. Please confirm	Tender Conditions Prevail Kindly refer to page 65 of the SOR for the specific services to be delivered each year. Only the services outlined in the description are to be performed annually, in accordance with the details provided in the SOR.

25	8	Clause 7.1 (III)	Bidder should have at least 20 certified security professionals / resources on its payroll with minimum 10 years experience. The certified professionals must possess the below mention certifications: i. CEH / CSA (10 Resources) ii. CISM / CISA / CISSP (5 Resources) iii. ISO 27001 certified Lead Auditor / Lead Implementer (5 Resources)	please allow the number of certified security professionals/resources on our payroll with a minimum of 10 years of experience to be approximately 10 instead of 20.	Tender Conditions Prevails
26		Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	Request to add the clause	Tender Conditions Prevails
27		Limitation of the Bidder's Liability towards the Purchaser	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	Request to add the clause	Tender Conditions Prevails
28		Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	Request to add the clause	Tender Conditions Prevails

29	Force Majeure	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. 2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. 3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem. 5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	Request to add the clause	Tender Conditions Prevails
30	Termination for Convenience	<p>Tenderer/Bidder can terminate the Services Contract or suspend its operation for cause by giving 30 days' notice in writing to the other at any time. For purposes of this clause, "Cause" shall mean a) the material breach by the non-terminating party of any of its obligations hereunder and the subsequent failure to cure any such breach within thirty (30) days' of written notice by the terminating party of the same; or b) the insolvency, filing of a voluntary petition in bankruptcy, adjudication of bankruptcy, appointment of a receiver for the operation of the non-terminating party's business, the material liquidation of assets or the general assignment of the non-terminating party's assets made for the benefit of its creditors. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect. In case of termination, Tenderer shall pay the Bidder for all work-in progress, Services already performed, and expenses incurred by the Bidder up to and including the effective date of the termination of this Agreement.</p>	Request to add the clause	Tender Conditions Prevails

31		Retention of copies	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	Request to add the clause	Tender Conditions Prevails
32		Non-Exclusivity	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	Request to add the clause	Tender Conditions Prevails
33		Confidential information	I. Confidential information shall include any information which is identified by you at the time of disclosure as being of a confidential nature (including, but not limited to, business plans, products, trade secret processes or methodologies, software, documentation, design specifications, other technical documents and other proprietary rights or information) or that is disclosed to us under circumstances that would lead a reasonable person to understand that such information is confidential or proprietary in nature. Confidential information does not include information that a) is or becomes generally available to the public without breach by us of our confidentiality obligations under this Services Contract, b) is received by us from a third party without restriction against disclosure, c) was known to us without restriction prior to disclosure, or d) is independently developed by us without subsequent use of Confidential information II. Bidder shall protect the Confidential information in a manner consistent with the treatment that we accord to Confidential information of a similar nature, and shall use and reproduce Confidential information only to perform our obligations under this Services Contract or for internal collection, analysis and training purposes. Bidder may disclose Confidential information to internal Persons and to employees, agents and subcontractors, who have a need to know, and employees of Affiliates who have a need to know. Bidder may also disclose Confidential information as may be necessary by reason of legal, accounting and regulatory requirement and to our professional indemnity insurers and advisers. Notwithstanding, anything contrary agreed under the Services Contract, tenderer agrees that Bidder's obligation under the clause of Confidential Information shall survive	Request to add the clause	Tender Conditions Prevails