

INDIAN AVIATION ACADEMY



Information Technology Department

IAA, Vasant Kunj, New Delhi

TENDER/BID DOCUMENT

Tender/Bid ID: GEM/2024/B/4541690

For the Work of: Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies

ESTIMATED COST : Rs. 6,33,032 /- (Inclusive of GST)

TIME ALLOWED : 30 days

LAST DATE & TIME OF ONLINE BID SUBMISSION OF :

LAST DATE & TIME OF PHYSICAL SUBMISSION OF ORIGINAL DD OF EMD, TENDER/BID FEES, SIGNED HARD COPY OF IAA'S UNCONDITIONAL ACCEPTANCE LETTER. :

For the work of: Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies.

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The tender/bid documents contain **34** pages as detailed above

Assistant Manager (IT)
Indian Aviation Academy
Vasant Kunj, New Delhi

Indian Aviation Academy

Notice Inviting e-Tender/bid (2 BOT- 2 Envelope Open Tender/bid)

(Tender/Bid ID- GEM/2024/B/4541690)

NIT No: IAA/IT/Cyber Security Audit

Date: 29.01.2024

1. Item rate tender/bids are invited through the e-tender/bidding portal by Assistant Manager (IT), IAA, Vasant Kunj Delhi- 110070, (Bid Manager) on behalf of Executive Director, IAA, from the eligible contractors for the work of “Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies” for an estimated cost of Rs. 6,33,032 /-, which is inclusive of all other taxes/cess, levies, and duties and inclusive of GST with the period of completion of 30 days.

The tender/bidding process is online at GEM-portal URL address <https://gem.gov.in> OR www.aai.aero. Prospective Tender/bidders may download and go through the tender/bid document.

Prospective Tender/bidders are advised to get themselves register at GEM-portal, obtain “Login ID” & “Password” and go through the instructions available in the Home page after log in to the GEM-Portal <https://gem.gov.in> OR www.aai.aero.

For queries related to the tender/bid published on the portal, bidders are advised to contact concerned bid manager of IAA.

Tender/bid fee of **Rs.1180.00 non-refundable** will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (**but not from Co-operative or Gramin bank**). Tender/bid Fee in favour of **Indian Aviation Academy (NIAMAR Society)**, payable at New Delhi. The original demand draft against tender/bid fee should be posted / couriered / given in person to the concerned officials, received latest by the last date of bid submission or as specified in the tender/bid document. The details of demand draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

CRITICAL DATA SHEET

Sl. No.	Activity	Date & Time (IST)
1	Publishing Date	29.01.2024, 1900 Hrs. IST
2	Bid Document Download / Sale Start Date	29.01.2024, 1900 Hrs. IST
3	Clarification Start Date	29.01.2024, 1900 Hrs. IST
4	Clarification End Date	31.01.2024, 1900 Hrs. IST
5	Bid Submission Start Date	29.01.2024, 1900 Hrs. IST
6	Bid Submission End Date	08.02.2024, 1900 Hrs. IST
7	Last date and time of <u>physical submission</u> of DD against EMD, Tender/bid Fee, Signed hard copy of IAA Unconditional Acceptance Letter to Assistant Manager (IT), IAA, Vasant Kunj, and New Delhi-110070.	12.02.2024, 1900 Hrs. IST
8	Bid Opening Date: Envelope-I (PQQ & Technical)	13.02.2024, 1100 Hrs. IST
9	Bid Opening Tentative Date: Envelope-II (Financial)	16.02.2024, 1100 Hrs. IST
10	Tender/bid Fee	Rs. 1180/- Non- Refundable
11	Earnest Money Deposit (EMD)	Rs. 12,661 /-

2. Bid Submission:

Bids shall be submitted online only at GEM portal website: <https://gem.gov.in>. Tender/bidder/Contractor are advised to follow the instructions available on GeM portal and apply in the bid. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3. Not more than one tender/bid shall be submitted by one contactor or contractor 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/bid for the same contract as separate competitors. A breach of this condition will render the tender/bids of both parties liable to rejection.

4. Tender/bidder who has downloaded the tender/bid from GEM Portal website <https://gem.gov.in>, shall not temper/modify the tender/bid form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender/bid will be completely rejected and tender/bidder is liable to be banned from doing business with Indian Aviation Academy.
5. Following 2 covers shall be submitted through online at GEM portal by the bidder as per the following schedule: -

(A) Envelope-I: - Containing qualifying requirements of Contractor /Firm: -

- i) Agency should have Permanent Account Number (PAN), GST Registration.
- ii) Should have valid registration on the date of issue of tender/bid in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata or Agency specialized in similar nature of work and Registered with Registrar of Companies / Firms / Central Govt. / State Govt. entity in India.

And

- iii) Should have satisfactorily completed (Phase/Part completion of the scope of similar work in a contract shall not be considered. However, predetermined phasing of the work may be accepted) **Three works** each of **INR 253212.80** or **Two works** each of **INR 3,16,516.00** or **One work** of **INR 5,60425.60** in single contract of similar nature of works **in a single work order of amount mentioned above for each work** during last seven years ending on 31.03.2023.
- iv) Similar nature of work means work of **Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies.**
- v) Client certificate for experience should indicate the nature of work done, the value of completed work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work duly supported by Award letter, Schedule of Quantities.
- vi) “The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.”
- vii) **Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of Tax Deduction at Sources (TDS) certificate in support of their claim for having experience of stipulated value of work.**
- viii) a) Should have annualized average financial turnover of **Rs.189909.60/-** against works executed during last three years ending 31st March of the previous financial year (2022-23). As a proof, copy of Abridged Balance Sheet and Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

- b) Also net worth certificate of 15% of estimated cost i.e. **Rs. 94954.8** /- as per Annexure-V of the Tender/bid Document should be submitted by agency.
- ix) **All documents related to financial certificates i.e. turnover, copy of Abridged Balance Sheet and Profit and Loss Account Statement and net worth certificate of the firm must be submitted with a unique document identification number (UDIN). UDIN was introduced by “The institute of chartered accountants of India” for the members of the institute to curb the malpractice of false certificate/attestation by the unauthorized person & to eradicate the practice of bogus certificates.**
- x) **If the submitted Documents of agency are without UDIN number the bid of the agency shall be summarily rejected.**
- xi) PQ Proforma as per duly filled and signed (Checklist / Annexure-B).
- xii) Earnest Money Deposit (EMD), Tender/bid Fee and Unconditional Acceptance of IAA’s Tender/bid Conditions and Digitally Signed Tender/bid Documents.

Original/Hard copy of the same is required to be submitted to the *Assistant Manager (IT), Indian Aviation Academy, Vasant Kunj, New Delhi-110070* on or before **12.02.2024** at **1900Hrs IST**. *The bidder who fails to submit the original DD towards Tender/bid fee, DD towards EMD Declaration and Unconditional Acceptance letter before the stipulated time or are not meeting IAA’s tender/bid conditions then their tender/bid shall be rejected out-rightly. Any postal delay will not be entertained.*

And

(B) Envelope-II: - The Financial e- Bid through GEM portal

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender/bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. Concessions to Indian Micro & Small Enterprises (MSMEs) Units and Start Up India:-

As per the provisions given by Ministry of Micro, Small and Medium Enterprises vide F. No. 24./02/2013-Fin.1 dated 02.08.2016 for order for relaxation on prior experience and prior turnover will be given to all Startups(MSME or otherwise) companies in the similar nature of work under the service sector required document.

As per the provisions (para-10) of Public Procurement Policy for MSE’s Order 2012, MSEs (Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. only following concessions shall be applicable and extended to the MSE’s of same specifications under which they are register equaling tender/bid scope of work.

- i) **Tender/bid Document Fee:** MSMEs Bidders seeking exemption and benefits should upload digitally signed self-attested scanned copy of valid Registration Certificate, giving details of such validity, stores / services etc. in **Envelope-I (Fee)**, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSME’s. The benefits to

MSMEs shall be available only for the Goods/Services produced and provided by MSEs for which they are registered.

- ii) **(a) Exemption of Earnest Money Deposit (EMD):** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)” are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit Bids for tender/bids with Indian Aviation Academy.

(b) Implementation of micro, small and medium enterprises development (MSMED) Act, 2006.

It has been clarified that benefit to MSMEs shall not be extended to construction work as it cannot be treated as service rendered or supply of goods.

Further, it is also clarified that benefits to MSME shall be available only for the goods/ services produced and provided by MSME for which they are registered as mentioned clearly in their MSME/NSIC.

(c) Tender/bider(s) fulfilling eligibility criteria and having valid registration with **National Small Industries Corporation (NSIC)** are exempted from tender/bid fee and earnest money deposit (EMD). Bidder(s) having valid NSIC registration certificate for relevant scope of work are required to upload NSIC certificate in **Envelope-I (Fee folder)** to qualify for exemption of tender/bid fee and EMD, while submitting the online tender/bid.

Note - During bid evaluation EMD exemption shall be granted to NSIC registered bidder firm. In case NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

- iii) For this tender/bid MSMEs Bidders seeking exemption for tender/bid fee and EMD must submit the MSMEs certificate which that the certificate is issued for the work of **“Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies or of similar nature”**, If it was found that the certificate is not issued for these works it will be presumed that the bid is submitted without tender/bid fee and the bid of the agency shall be summarily rejected.

7. Bids Opening Process is as below: -

Envelope-I:

Containing documents for PQQ & Technical bid (uploaded by the contractors/firms) shall be opened as per **CRITICAL DATA SHEET**. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through e-tender/bidding portal. Financial bid opening date shall be mentioned in **CRITICAL DATA SHEET** (any changes in the date shall be intimated through GEM Portal)

If any clarification needed from the bidder about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through GEM portal. The bidder shall upload the requisite

clarification/documents within time specified by IAA, failing which tender/bid will be liable for rejection.

Envelope-II:

The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be as per **CRITICAL DATA SHEET**. (Depending on technical Bid evaluation the date shall be intimated through GEM portal).

Date of opening of Envelope-II shall be intimated via GEM portal. (Depending on pre-qualification, any changes in the date shall be intimated through “GEM Portal” section). If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – I and he will be asked to provide it through the GEM portal. The bidder shall upload the requisite clarification /documents within time specified by IAA, failing which tender/bid will be liable for rejection.

The financial bids of the contractors/firms found to be meeting the qualifying requirements and technical criteria shall be opened and date of opening shall be communicated via GEM Portal. (Depending on Envelope-I Evaluation, any changes in the date shall be intimated through “GEM portal” section).

Any modification(s)/change(s) done by the bidder in BOQ document apart from the price quoted by him shall be summarily rejected.

8. IAA reserves the right to accept or reject any or all applications without assigning any reasons. IAA also reserves the right to call off tender/bid process at any stage without assigning any reason.
9. IAA reserve the right to disallow issue of tender/bid document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of IAA. **IAA reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then IAA shall take the following action:**
 - (a) **The agency shall be liable for debarment from tender/bidding in IAA for a period of 3 years, apart from any other appropriate contractual /legal action.**
10. Consortium/Joint venture (JV) companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
11. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

12. If the entity participating in any of the tender/bids is a private or public limited company, partnership firm or proprietary firm and any of the Directors/Partners/Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with IAA and has outstanding dues payable to the Authority, the said entity shall not be allowed to participate in IAA Tender/bids.

**Assistant Manager (IT),
Indian Aviation Academy
Vasant Kunj New Delhi**

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Purpose & Scope

- 1.1. This document sets out the terms & conditions be met in connection with the **“Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies.”** as given in the notice inviting Tender/bid & Qualitative requirements as detailed in **Scope of Work/Qualitative Requirements** of this tender/bid document.
- 1.2. The Successful bidder shall have to sign a contract agreement on Rs.100/- Non-Judicial stamp paper. Cost of the stamp paper shall be borne by the Successful bidder.

2. Compliance

- 2.1 The unconditional acceptance of all the terms & conditions of the NIT has to be uploaded through a letter. The format of the letter is attached at Annexure-I.
- 2.2 The submission of the tender/bid will imply acceptance of all the tender/bid condition by the bidder laid in tender/bid document including all the Annexure(s) & schedules to the tender/bid document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 Each page of the Bid and cuttings / corrections shall be duly signed with stamp by the bidder.
- 2.5 The submission of unconditional acceptance as described in Para 2.1 of General terms and Conditions is essential for the tender/bid evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender/bid being rejected.

3. Language and Currency

- 3.1 The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers.
- 3.2 In the event of the order being awarded, the language of all services, manuals,

instructions, technical documentation etc. provided for under this contract will be English.

- 3.3 The bidders should quote only in **Indian Rupees** and the bids in currencies other than Indian rupees shall not be accepted.

4. Standard Conditions

- 41 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 42 All entries in the tender/bid shall either be typed or be in ink. Erasures shall render such tender/bids liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.
- 43 Bidder's offers shall be with reference to section and clause numbers given in the tender/bid schedules.
- 44 In case of any ambiguity between details given in NIT and Tender/bid, details given in Tender/bid shall be considered as correct.

5. Earnest Money Deposit (EMD)

- 5.1 **Earnest Money Deposit (EMD)** of the Value of Rs. 12,661/- (Rupees Twelve Thousand Six Hundred Sixty One Only) shall be accepted **offline only** in the form of Demand Draft Drawn in favour of **Indian Aviation Academy** payable at **New Delhi** from a nationalized or any scheduled bank (**but not from co-operative or Gramin bank**).
- 5.2 Scanned copy of EMD DD should be uploaded in **fee folder (Envelope-1)**.
- 5.3 The original Demand Draft against EMD should be posted/couriered/given in person to the concerned officials latest as specified in the Tender/bid Document.
- 5.4 The bid of the bidder, who fails to submit the original DD towards Tender/bid Fee & EMD before the stipulated time, shall be rejected out-rightly. **Any postal delay will not be entertained.**
- 5.5 The details of Demand Draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
- 5.6 The EMD of all Unsuccessful bidders will be returned only after the opening of Financial Bid.
- 5.7 The EMD of successful bidder will be released after submission of Security

Deposit/PBG/ePBG of 5% of the contract value.

6. Time Schedule:

The total duration for completion of the work is thirty (30) days from the date of award of work.

Effective date of Contract:

The start of contact period (Date of commencement of work) shall be counted from the date of award of work.

7. Contract period:

Contract duration for this work/service shall be for 30 days w.e.f. Effective date of Contract.

8. Compensation for Delay:

- I. Time is the essence of the Contract.
- II. If the successful bidder fails to complete the work no amount shall be given to successful bidder whatsoever.
- III. If the successful bidder delays the work on the stipulated date and time an amount of @1% of award value per week or part of week considered as complete week shall be deducted per day for the delay up to the maximum limit of Security Deposit.
- IV. Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of the Delegation of Powers (DOP) of Indian Aviation Academy. The decision of the competent authority on appeal shall be final and binding on the contractor.

9. Payment terms: No advance payment shall be paid by IAA.

- (a) 70% of the total quoted amount shall be released by IAA upon successful completion of work and after the issue of satisfactory certificate by IAA. Payment shall be released against the bill raised, as mentioned above by the successful bidder.
- (b) Rest 30% (including Security Deposit) payment shall be released after 30 days from the end date of the work. Payment shall be released against the bill raised, as mentioned above by the successful bidder.
- (c) In addition, any statutory taxes & TDS if applicable at the time of payment, as per prevailing Government norms shall also be deducted/paid.

10. Security Deposit

- a) The successful bidder has to deposit 5% of the contract value/award value as security Deposit with IAA in favour of Indian Aviation Academy, New Delhi (Account details

of account is available in Annexure -VI) within 7 days after the award of the contract else EMD amount shall be forfeited.

- b) In case the successful bidder fails to submit the Security Deposit within stipulated period, interest at 12% p.a. on Security Deposit would be levied (non- refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor.
- c) In case, successful bidder fails to submit Security Deposit within 10 days from date of issue of work order, IAA reserve the right to forfeit EMD and cancel the order.
- d) The Security Deposit will be forfeited and credited to the accounts of IAA in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest after he duly performs and completes the contract in all respects but not later than 30(thirty) days of completion of all such obligations.
- e) Security Deposit shall be credited to the account of IAA, the account details of IAA is available in Annexure-VI of the tender/bid document.

11. PENALTY CLAUSE:

- 11.1.** Time is the essence of the Contract.
- 11.2.** If the successful bidder fails to complete the work no amount shall be given to successful bidder whatsoever and the security deposit shall be forfeited.
- 11.3.** Appeal for waiver of compensation for the delay with due justification shall be decided as per the provisions of the Delegation of Powers (DOP) of the Indian Aviation Academy. The decision of the competent authority on appeal shall be final and binding on the contractor. IAA reserves the right to levy/waive off penalty as and when it considers fit, but shall not be bound either way. Penalties will be deducted from the payments due on the invoices raised by the vendor. Any shortfall will be accumulated and deducted from the Security Deposit.

12. Correspondence

All correspondence would be done directly with the successful bidder and correspondence through agents will not be entertained.

13. Force Majeure:

- 13.1.** IAA may grant an extension of time limit set for rectification of fault is delayed by force majeure beyond the contractor control, subject to what is stated in the following sub paragraphs and to the procedures detailed their-in being followed.
- 13.2.** Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national

emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days).

- 13.3.** The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures:
- a) That within 10 days after the occurrence of a case of force Majeure, the bidder informs the IAA in writing about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to extension of the time limit. The contractor shall submit the application for extension of time.
 - b) That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
 - c) That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
 - d) That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 13.4.** Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

14. Patents, Successful bidder's Liability & Compliance of Regulations

- 14.1.** Successful bidder shall protect and fully indemnify the IAA from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 14.2.** Successful bidder shall also protect and fully indemnify the IAA from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 14.3.** Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the IAA from any claims/penalties arising out of any infringements and indemnify completely the IAA from any claims/penalties arising out of any infringements.

15. Settlement of Disputes

- 15.1.** If a dispute of any kind whatsoever arises between the IAA and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place

be referred to the Director, IAA who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

- 15.2.** Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and IAA shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

16. Arbitration and Law.

- 16.1.** Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The Director, IAA shall appoint the single Arbitrator for settlement of any dispute with regard to this contract. The venue of Arbitration shall be in New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

- 16.2.** Indian laws shall govern this contract.

17. TERMINATION FOR DEFAULT & RISK PURCHASE

- 17.1.** The IAA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract.
- 17.2.** If the Contractor fails to fulfill the tender/bid obligations & terms and conditions within the time period(s) specified in the Contract.
- 17.3.** If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as IAA may authorize in writing) after receipt of the default notice from IAA.
- 17.4.** As a penalty to the Contractor, IAA shall forfeit the Security Deposit. IAA in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to IAA. The balance unfinished work of the project will be got done by fresh tender/bidding on Contractor's risk and that extra expenditure will be recovered.

18. TERMINATION FOR INSOLVENCY

The IAA may at any time terminate the Contract by giving written notice to the contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to IAA. In the event of termination for penalty to the contractor Clause 19 of General terms and Conditions shall be applicable.

19. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

20. The general Terms & Conditions given in the tender/bid document are hereby accepted unconditionally and shall be complied with.

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SPECIAL CONDITIONS OF THE CONTRACT

The following special conditions shall be read in conjunction with IAA General Conditions of contract. If there are any provisions in the special conditions of contract, which are at variance with the provisions of General Conditions of Contract of IAA, then the provisions in these special conditions shall take precedence.

1. GENERAL

Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Qualitative Requirement and any other documents forming part of this contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is at variance with any provisions of the Special Conditions of Contract, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract.

2. SCOPE OF WORK

The scope of work in this Tender/bid covers “**Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies**”. The details of scope of work is specified in Technical Specifications/Qualitative Requirements.

- 2.1.** The bidder or its authorized representative is aware of all technical specifications and operational requirements of the tender/bid services.
- 2.2.** The successful bidder shall ensure that meeting all statutory obligations, licensing requirements and any personal compensation arising due to this **Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies**. is sole responsibility of successful bidder.
- 2.3.** The successful bidder will ensure immunity to IAA from any point arising due to patent / copy right rules.

3. CONTRACT AGREEMENT

- 3.1** The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor within 10 days from the issue of work order to the successful bidder.
- 3.2** The tender/bid's terms & conditions including the letters of clarifications between the contractor and the IAA prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by IAA.

3.3 Confidentiality & Non-Disclosure Agreement: After the award of work, the successful bidder has to enter with IAA into a Non-disclosure Agreement which shall be complied by the successful bidder for non-disclosing of the proprietary course material of IAA to any other person/company, except the intended users of IAA & also limit disclosure of this proprietary information to their directors, officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Proprietary Information for execution of the awarded work.

This agreement shall be executed between authorized representative of ED(IAA), & successful bidder on a Rs 100 Non-judicial stamp paper. Cost of stamp paper is to be borne by successful bidder

4. BYE-LAWS

4.1 The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Officer-in-Charge, informed of the said compliance with the bye- laws, payments made, notices issued and received.

4.2 The contractor shall indemnify the IAA against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

4.3 Contractor has to comply with the provisions of contract labour (Regulations and Abolition) Act 1970 and contract labour (Regulations and Abolition) Central Rules 1971 and Minimum Wages Act & Rules thereof Central and State Governments with up to date amendments.

Scope of Work/Qualitative Requirements

Indian Aviation Academy, New Delhi is a premier training institute located in Vasant Kunj, New Delhi.

There is a requirement of Information Security Audit of IAA Website and related portals by CERT-In empaneled agency.

The scope of work is Information Security Audit of following mentioned Applications, Infrastructure, Website & related portals of Indian Aviation Academy by CERT-In empaneled agency:

Application details:

Sr.No	Application Name	Platform	URL	Total Number of pages	Number of roles
1	IAA Website	Web	https://iaa.edu.in/	220	5
2	e-LMS Portal	Web	https://iaaweb.dhanushinfotech.com/#/login	20	4
		Web	https://iaalms.dhanushinfotech.com/#/login	20	4
3	Namankan App	Android & iOS	Play Store & App Store	Android - 122 iOS - 122	2

Application Security Testing:

Application Security Testing Questionnaire				
S. No	Questions	Application 1	Application 2	Application 3
1	Name of Application	IAA Website	Namankan App	e-LMS portal
2	Please provide brief description of Application and its Functionality	IAA Website is built on LARAVEL Platform basically used for online/offline training purpose from registration, nomination to completion of course.	Namankan App is used for same services of IAA website on Application mode	e-LMS portal used for e-learning courses like e-AVSEC, e-Airside Infrastructure related trainings

3	Name & Contact Details of Developer (Ph No. & Email)	Saransh Singhal, 8218315753, saranshsinghal@questgl .org. Rudra Baidya, 8240417113, rudrabaidya@questgl.or g	Manuj Kumar, 9816021243, manujkumar@questgl .org	
4	Url of the target application on test server for Audit (Please provide test user credentials to access the application to verify the details)	https://iaa.edu.in/	Availble on Play store and App Store	https://iaaweb.dhanushinfotech.com/#/login https://iaalms.dhanushinfotech.com/#/login
5	Type of Application (Internal OR Internet Facing)	Internet facing	Internet facing	Internet facing
6	Site users (closed user group and/or open to public)	Open to public	Open to public	Open to public
7	How many Login Modules are present in the Application ? (e.g. for normal user, supervisor, administrator, etc)	Two	Two	One
13	What are the external systems with which the application interfaces with? (These include systems like external LDAP authentication servers, Databases, content	Yes	Yes	Yes

Managem nt systems, third-party Payment Gateways, external application APIs etc.)			
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Infrastructure Vulnerability Assessment and Penetration Testing (VAPT):

Infrastructure VAPT Questionnaire		
S. No.	Requirement	Comments
1	Name of the Office whose network is to be audited	Indian Avuation Academy
2	Location / entity where network and devices to be audited are positioned	Behind spinal Injuries centre,Vasant Kunj,New Delhi
3	No of locations with their site address to be included in scope	1
For each location, please provide the following details:		
i	Please share the number of Servers to be tested?	Tier I
ii	Please share the IP ranges to be tested	172.16.0.1 to 172.23.0.0, 192.168.100.0
iii	Please share the number of active IP's (Workstations/Laptops/ Desktops)	125
iv	Please share the number of security devices (Firewall/UTM/IDS/IPS)	Firewall-2
v	Please share the number of routers	2
vi	Please share the number of Public IP(s)/URLs for External Penetration Testing	172.16.0.1 to 172.23.0.0, 192.168.100.0
vii	Switches L3, L2 etc	2
viii	Any other network device	Access Point-60

The software used for mentioned work “**Information Security Audit of IAA Website and related portals by CERT-In empaneled agency**” should be licensed and must be free from any security threats. Successful bidder has the entire responsibility to ensure safety and security of Cyber Security Audit and IAA shall not be responsible for any issues regarding patent of the software used, license of the software or any issue of that kind related to software.

User Acceptance Test (UAT)

The Cyber security Audit shall be vetted by a UAT team/committee, having members nominated by Director IAA and accordingly certificate will be issued by the IAA. Committee for User Acceptance Test will test overall Information security audit report including mitigation, once UAT is approved by the committee the same shall be incorporated in the IAA Applications & Infrastructure and after successful integration the work shall be marked as completed.

The Applications Security Testing & Infrastructure VAPT once completed and incorporated by IAA shall be the property of IAA and successful bidder have no right to use the audited or tested Application & Infrastructure related details in any form at any platform whatsoever.

Confidentiality of the Applications & Infrastructure:

Since the applications & infrastructure audited or tested is related to Aviation personnel, hence confidentiality of the Applications & Infrastructure is paramount, and hence in any of the circumstances where:

- (i) End of the contract period
- (ii) Bankruptcy of the successful bidder
- (iii) Violation the terms and conditions
- (iv) IAA on its discretion decides to remove the contractor by giving a notice period.
- (v) Or any other case where the contract is getting closed or completed.

In all of the above circumstances, bidder has to follow the below mentioned points as described:

- a) Provide complete integrity of user data and shall return back all the user information to IAA.
- b) All related information has to be given back to IAA and no information in any aspect has to be withheld by the bidder before leaving the contract.
- c) Shall have to clear all database, cache containing any information about IAA and cannot further host any of the IAA logo, name, image, course in any form on any platform whatsoever.
- d) Duplicity/Copying or using of information for any other purpose provided by IAA in any other form is strictly prohibited.
- d) Violating of any of the above or otherwise related to confidentiality, conditions shall be treated as breach of personal information and further actions shall be taken as deemed fit as per Information Technology Act.

CHECKLIST of Cover-I/FEEs

(To be uploaded by applicants along with tender/bid application in Envelope-I i.e. (Fee) Bid)

Name of work-: “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”

Ref No.	Qualifying Criterion	Particulars	Enclosure check list 1.
1	Envelope-I shall contain scanned copy of		
a	Details of Tender/bid Fee (DD)	(Self-attested copy of Bank DD)	Enclosed / Not Enclosed
b	Details of Earnest Money Deposit (EMD) (DD)	(Self-attested copy of Bank DD)	Enclosed / Not Enclosed
c	Scanned copy of duly signed and Stamped Unconditional Acceptance of IAA’s Tender/bid Conditions. (Performa given on Annexure-I of tender/bid document)		Enclosed / Not Enclosed
d	Authorization letter/ power of attorney (If applicable)		Enclosed / Not Enclosed
e	Valid NSIC/MSME registration certificate issued by competent authority, in case of seeking for exemption for Tender/bid Fee and EMD by the NSIC/MSME registered firms.		Enclosed / Not Enclosed

DECLARATION

I (_____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, action as deemed fit by IAA can be taken against me.

Place:

Date:

Signature
Authorized Signatory of the contractor/ Firm
(Signature with stamp)

CHECKLIST of Cover-I/ (PQQ cum Technical)

(Pre-Qualifying cum Technical Proforma to be uploaded by applicants along with tender/bid Application in Envelope-I)

Name of work: “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”

1	2	3	4
Ref No.	Qualifying Criteria	Particulars	Enclosure Check List
1	Name and Registered Office Address of the Firm / Contractor	Name: Address: Ph. No. (Office): Mobile No.: Fax No.: E-mail ID:	
2	Details of valid registration in appropriate class of CPWD / MES / P&T / RAILWAYS / STATE PWD / PSUs / Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata / Manufacturers (or) their Authorized Dealers (or) Agency specialized in similar nature of work and Registered with Registrar of Companies / Firms / Central Govt. / State Govt. entity in India.		Copy of Registration Certificate Enclosed / Not Enclosed
3	Valid Permanent Account Number (PAN) from Income Tax and GST Registration Certificate.		Copy Enclosed / Not Enclosed
4	Digitally / signed Tender/bid Document		Tender/bid Document Enclosed / Not Enclosed

5	Certificate from clients of having satisfactorily Completed similar works.	Details of the Three/Two/One works as applicable	Copy of the certificates Enclosed / Not Enclosed
	a) Three works of 40 % OR b) Two works of 50% OR c) One work of 80% of estimated amount in single contract of similar nature during last 7 years ending on last date or extended date for submission of bid, in India	1.Client : Name of Work : Order No. & Dt.: Cost: Date of completion: 2.Client : Name of Work : Order No. & Dt.: Cost: Date of completion: 3. Client : Name of Work : Order No. & Dt.: Cost: Date of completion:	
6	Whether experience from Private clients?	Experience of Non-Govt. Organization or private client, should submit copy of Bank Details / CA certificate and Bill Invoice in support of their claim for having experience of stipulated value of work	Certificate enclosed : Yes/ No
7	Turnover	Year INR (in Lacs)	
	Annualized average financial Turnover equivalent to Indian 30% of Estimate Amount during last three financial years.	2020- 21 Rs. 2021 - 22 Rs. 2022 - 23 Rs.	Proof of Turnover (Abridged Balance Sheet and Profit & Loss Account certified by Chartered Accountant) Enclosed / Not Enclosed
	Average Rs.		

9	Undertaking for Registration Certificate in the format as given at Annexure-IV of tender/bid document		Enclosed / Not Enclosed
10	Details of E-Performa in the format as given at Annexure-III of tender/bid document.		Enclosed / Not Enclosed
11	Undertaking Regarding Blacklisting in the format given at Annexure-II of tender/bid document.		Enclosed/Not Enclosed
13	Proforma for certificate of Net Worth from chartered account given at Annexure-V of tender/bid document.		Enclosed/Not Enclosed
14	Details of any other information, if any		Enclosed/Not Enclosed

Signature
Authorized Signatory of the contractor/ Firm
(Signature with stamp)

(To be submitted along with Fee in Envelope – I)

Annexure-I

UNCONDITIONAL ACCEPTANCE LETTER

(To be uploaded in Fee/PQQ/Technical envelope)

To,

The Director,
Indian Aviation Academy, Vasant Kunj, New Delhi
110070

Sub: Acceptance of Terms & Conditions of Tender/bid

Name of Work: **E-TENDER/BID FOR “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”.**

Dear Sir,

The tender/bid document for the works mentioned above have been sold to me/us by Indian Aviation Academy and I / we hereby certify that I / we have read the entire terms and conditions of the tender/bid document made available to me / us in the office of The Director, Indian Aviation Academy, New Delhi, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

1. I / We hereby unconditionally accept the tender/bid conditions of IAA’s tender/bid document in its entirety for the above works.
2. It is clarified that after unconditionally accepting the tender/bid conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender/bid enclosed in envelope I and II and the same has been followed in the present case. In case any provisions of this tender/bid are found violated after opening the envelope I and II, I / we agree that the tender/bid shall be rejected and IAA shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
3. That I/we declare that I/we have not paid and will not pay any bribe to any officers of IAA for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of IAA ask for a bribe/gratification, I will immediately report it to the appropriate authority of IAA.

Yours Faithfully,

Date: _____

(Signature of the tender/bidder with rubber stamp)

(To be submitted along with Pre-Qualifying cum Technical Bid in Envelope – I on his Letter Head)

Name of Work- “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”.

UNDERTAKING REGARDING BLACKLISTING

I/we (Name and post of authorized signatory) on behalf
..... (Name of firm) do here by solemnly affirm and declare as follow:

Our firm is not debarred / blacklisted by Indian Aviation Academy, Airports Authority of India or Central / State Govt Depts. / PSU Bank / ADB etc. and the debarment is not in force as on last date of submission of proposal. Our firm understand that in case above is discovered at later stage, our firm shall be liable for restrained from bidding in IAA, apart from any other appropriates contractual action including debarment/blacklisting, termination of the contract.

Date-:

[Signature and name of the authorized
Signatory of the firm]

Place-:

Note: Above undertaking is to be given on a non-judicial stamp paper of Rs. 100/-

(To be submitted along with Pre-Qualifying cum Technical Bid in Envelope – I on his Letter Head)

Name of Work:- “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”.

Pro forma for e-Payment

To
Director,
Indian Aviation Academy,
Vasant Kunj, New Delhi.

Subject: - Request for E-Payment.

Sir,

The following particulars are given below for effecting E-Payment in respect of our claim / bill.

1. Name of the Company :
2. Address :
3. Bank Account Number :
4. Bank Name :
5. Branch Address :
6. Branch Code :
7. IFSC Code of the Bank :
8. Permanent Account No. :

We are also enclosing herewith a cheque duly cancelled of our above Bank Account Number _____.

Thanking You

Yours faithfully,

Signature of Contractor
With rubber stamp

(To be submitted along with Pre-Qualifying cum Technical Bid in Envelope – I on his Letter Head)

Name of Work-: “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”.

Undertaking

I/We _____ (Name of company/ Firm) _____ hereby undertakes that in case the Registration Certificate No. _____ dated _____ issued by _____ and Experience Certificate No. _____ dated _____ issued by _____ (Name of Department) _____ submitted by me / us, is found to be forged /false at any stage, I / We may be debarred from IAA for taking participation in all future IAA works& any other suitable action may be taken against our company / firm as deemed fit by IAA.

Signature of Director / Proprietor of the Company / Firm With rubber-stamp.

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

(To be submitted in Envelope-I)

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year the Net Worth of M/s

(Name & Registered Address of individual/firm/company), as on (the relevant date) is Rs.

.....after considering all

liabilities. It is further certified that the Net Worth of the company has not eroded by more than

30% in the last three years ending on (the relevant date).”

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal

Name of Work-: “Information Security Audit of IAA Website and related portals by CERT-In empaneled agency”.

Subject: Submission of Security Deposit by Successful Bidder in account of Indian Aviation Academy by successful Bidder

Account Details of Indian Aviation Academy

- 1. Name of Bank: State Bank of India**
- 2. Account No.: 31470388392**
- 3. Account Holder Name.: Indian Aviation Academy**
- 4. Name of Company: To be filled by successful bidder**
- 5. IFSC Code: SBIN0010648**
- 6. Branch Name: AAI Operational Office, Rangpuri, New Delhi**

The successful bidder shall submit the remittance details and UTR no. for payment done for security deposit in account of IAA.

Schedule of Quantities

Name of Work: - "Information Security Audit of IAA Website and related portals by CERT-In empaneled agency."

Bill of Quantities (BOQ)						
Name of work: "Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies."						
Sr.No.	Item	Quantity	Unit	Rate	Total Amount(in Rs)	Total amount in words
1	Information Security Audit of the IAA Website and related portals by CERT-In empaneled agencies.	a. Application Security Testing b. Infrastrcuture VAPT	As given in Scope of Work			
Total in figures (in Rs)						
Quoted rates in words (in Rs)						

Note:-All quoted rates should be inclusive of GST

(Amount in Indian National Rupees)

Note:-

1. Financial bids comparison shall be done on the basis of Grand Total cost.
2. Only one financial bid is to be submitted by one vendor.
3. Rates quoted in financial bid should be inclusive of all Taxes/levies, cess and **inclusive of GST.**