

Request For Proposal (RFP)
for
Annual Web application Security audit and IT
Infrastructure Audit.

Tender No: ICSI/IT/RFP for CERT /2025-26/113
(29th August, 2025 to 10th September, 2025)



THE INSTITUTE OF
Company Secretaries of India
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)



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ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 ICSI NOIDA

OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No: ICSI/IT/RFP for CERT /2025-26/113

Date: 29th August, 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

S. No.	Tender Publish Date	29 th August, 2025
1.	Tender Fee	Rs. 200 /- + 18% GST) (Rupees 236/- Only) (Rs Two hundred thirty six only)
2.	Earnest Money Deposit (EMD)	Rs. 4600 (Rupees Four thousand Six Hundred only)
3.	Last date and time for sending Pre-Bid Queries through email (*)	All queries must be sent at Email ID: praveen.kumar@icsi.edu by 03 rd September, 2025 by 2.00 PM
4.	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by September 08, 2025 by 5:00 PM on website of the Institute (www.icsi.edu)
5.	Last Date and Time for Submission of Bids	10th September, 2025 by 03.00 PM
6.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309. Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through

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84

		downloadable link and such download link is to be shared on the following email id: praveen.ojha@icsi.edu . <u>The financial bid (soft copy) is not to be submitted by email till further notification.</u>
7.	Bid Validity	90 days after the date of opening of Technical Bids
8.	Date, time & venue of opening of Technical Bids.	10rd September 2025, at 3:30 PM or any other date and time as notified later on. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later on.
9.	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders
10.	Contact details	Shri A K Rath, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.:0120-4522018 Email Id: asit.rath@icsi.edu .
11.	Institute Website	www.icsi.edu

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The information contained in this RFP Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI" / "Institute") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.



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Date: 29th August 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

A. About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi-110003. The Institute has two other offices at ICSI-House, C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

B. DEFINITIONS

- i) The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The “Contract” means Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit services which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing **Annual Web application Security audit and IT Infrastructure Audit**. and applies in response to this notice inviting tender.
- iv) “Vendor” means the successful bidder who is engaged by ICSI for providing of: **Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit** through this tender process by entering into the contract with the ICSI.

- v) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- vi) "Letter of Intent" means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- vii) "Work Order" means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.
- viii) The Term "**Tender**" and **RFP** (Request for Proposal) are used **interchangeably**.

The Institute of Company Secretaries of India ("ICSI") proposes to empanel agencies for providing: **Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit** to the Institute. Sealed tenders are invited from experienced and reputed printing firm/service provider having offices in Delhi / NCR areas for providing the tendered service to The Institute of Company Secretaries of India ("ICSI"), hereinafter referred to as "The Institute". Interested parties (hereinafter referred to as "The Service Provider") may apply for above bid having good reputation and experience in providing tendered services to Government Department/Ministry/Organization/PSUs/ Autonomous bodies/Statutory bodies etc as per the details given in Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

PART 'A'

I: Instruction to Bidders

1. The tender document may be obtained during working hours from 29th August, 2025 to 10th September, 2025 (01:00 pm) on all ICSI-HQ working days **on payment of Rs. 236/- (200 + 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs. 236/- (Inclusive of 18% GST) (Rupees Two Hundred thirty- six Only)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document along with the bid. The bidder who fails to submit the cost of the tender document along with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: www.icsi.edu/tender or Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/epublish/appwill>** be treated as authentic and correct.

All bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender.

2. Earnest Money Deposit (EMD)

i. The Earnest Money Deposit (EMD) of **Rs. 4600/- (Rupees Four thousand Six Hundred only)** in the form of Demand Draft/pay order of nationalized/Scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.

- a) Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- b) The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

3. Forfeiture of EMD:

The EMD of the bidders shall be forfeited in the following circumstances: -

- i. the bidder withdraws its bid;
- ii. the selected bidder does not accept the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- iv. any other reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
- v. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

4. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder.

5. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"), (ii) Part 'A' & 'B' including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2) and Form III (Annexure C), along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' only is to be put in **Envelope No. 3** (Please mark the Envelope as "**No.3 – Financial Bid**"). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

The sealed tender envelope duly super scribed, "**Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.**" due on **10th September 2025**" should be addressed by name to **Secretary, ICSI** and sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at 5th floor of Institute's Headquarter at its Noida office address as mentioned below & should reach on or before **03:00 PM on 10th September, 2025**.

Address:

Secretary

The Institute of Company Secretaries of
India ICSI House, C-36, **(Floor: Tender
Box)** Sector-62 Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the bidder.

6. The **Technical Bid** shall be opened on **10th September, 2025 at 03:30 PM** at the Institute of Company

Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 in the presence of those bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.

7. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be able to participate in any tender of this Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
8. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
9. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
10. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders shall be opened those who qualify in the technical scrutiny. Time and date for opening the financial bid shall be intimated separately through website notification at www.icsi.edu and/or email communication as furnished by the bidder in the bid document.
11. ICSI reserves the right to accept the bid in whole or in part without assigning any reason and such a decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents, and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
12. Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of

ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder.

13. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in the Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
14. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
15. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
16. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.
17. At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify RFP document by amendments. The amendments shall be notified on ICSI's web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders.
18. The vendor who has not performed as per terms & conditions of the ICSI contract in respect of any earlier contract at ICSI, may not be considered for participation in this tender.
19. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected.
20. **Bid Validity:** Price quoted must be valid for at least 90 days from the date of opening of bid and same may

21. Bid Evaluation:

ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

The selection process shall consists of two phase's viz., i) Technical Evaluation and ii) Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost Based System (QCBS) where 60% weight-age would be given to technical and 40% weightage to commercial bid only.

Opening and Evaluation of Commercial Bids

- (i) Commercial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process.

Evaluation of Commercial Bids:

Scores of the Financial evaluation would be weighed pro-rata on a scale of 100 with the BIDDER with the lowest financial quote getting 100 (as per below mentioned formula). These Financial scores would then be added up with the score of the technical evaluation as per below mentioned formula and the Bidder getting the maximum total score out of 100 would be considered as the successful BIDDER and called for discussion, if required.

Formula for Final Bid Evaluation is

$$Bm = .6 (TM) + .4 (Fn)$$

$$Fn = (Fmin / Fb) * 100$$

Where

Bm is total marks of the BIDDER in consideration

TM is Technical Marks of the BIDDER in consideration

Fn is Normalized financial score of the BIDDER in consideration

Fb is Evaluated Price of BIDDER under consideration

Fmin is Minimum evaluated price of any BIDDER

22. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. The Institute also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever.

23. Eligibility Criteria Details: Bidders who fulfil the eligibility criteria mentioned in Annexure-B2 (Form II(b)) will only be considered for evaluation of their bids.

1. Technical Evaluation Criteria:

Sl.No.	Particulars	Total Marks	Criteria
a)	Requirement of the bidder's average annual Turnover during the three (3) audited years (FY 20-21, 21-22, 22-23 or FY 21-22, 22-23, 23-24) for Security audit and IT Service	20	25 lakhs to 50 lakhs- 5 marks >50 to 75lakhs – 15 Marks > 75 lakhs –20 Marks
b)	No of years of continuous empanelment with CERT-IN (Last 7 Years) (Submit the supporting documents)	28	4 marks per year, max 28 marks
c)	Certification: CISA, CISSP, ISO 27001:2022, CEH ,Ewptx V2	12	2 marks for each Certificate. 12 marks to be awarded if all certifications are available.
f)	Presentation by bidder on involving following Strength and expertise of Bidder • Proposed approach in executing current project Track record of past engagements Experience of doing Security audit in Education /Institution domain.	40	

Signature

84

12

(II.) Detailed Scope of Work:

(A) Objective: The objective of this tender is to ensure the security of website/applications and IT Infra from internal and external threats.

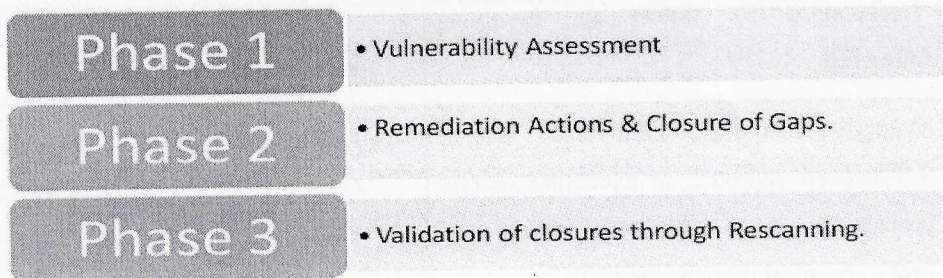
(B) Scope of work:

1. VAPT assessment for IT Infrastructures.
2. Web Application security audit, up to 10 numbers.
3. Annual audit for both the above mentioned requirements.

The auditor must be CERT-in empaneled during the contract period. A valid certificate in this regard is to be provided by the auditor along with the proposal. Further, the auditor must provide the valid certificate of its CERT-in empanelment on an annual basis. The Institute may also seek the certificate of CERT-In empanelment from the firm at any point of time during the contract period and if the firm is not able to produce it, the Institute will terminate the contract with immediate effect and will not pay the balance amount, if any.

(C) Audit Methodology:

- i) The auditor must follow standards and practices and must have experience of conducting audits in reference to IT ACT 2000.
- ii) The audit will be conducted based on Information Security Practices for Government Entities, OSSTMM and Cert-in guidelines Security Practices for Government Entities.
- iii) The Auditor must understand that the ICSI desires to engage third party for their security audit requirements. Steps to follow during the process are as follows:



- a) Reports must be provided by the audit team to the ICSI for all the above assessments.
- b) The Audit report will have required recommendations as the remediation for the identified gaps.
- c) The Auditor will also discuss the reports with relevant stakeholders and will facilitate the

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84

clarifications / resolutions for the findings.

- d) The Auditor will Conduct one Re-audits for compliance checks, followed by submission of the re-audit Reports.

(D) Audit Timeline & Delivery Schedule:

The Auditor shall initiate audit within seven (7) days on receipt of ICSI Formal PO. A detailed timeline and schedule will be shared by him after receiving the work order and based on mutual discussions between the parties. This does not include patching time taken by the teams.

(E) Highlight of engagement:

An overview of the services offered for the annual security audit that will be conducted by the Auditor, and to outline the key personnel and resources involved in the process are as follows:

- i) Information Security Consultant: Auditor shall deploy an experienced and qualified Information Security Consultant at ICSI Noida office for continuous support to improve the Information Security posture and to help the IT Security team of ICSI for closure of vulnerabilities. This resource will be dedicated to managing and addressing all Security audit requirements on a day-to-day basis. His reporting timing in the Institute shall be from 9:00 am to 5:30 pm on Monday to Friday (except holidays). In case of security related exigencies, he will be required to do late sitting on weekdays and also report on holidays.
- ii) The Auditor's Project Manager shall also visit twice in a month to evaluate the progress of the project and the client feedback.
- iii) Web Application Audit: Auditor Application Security Audit team will perform security Audit of ICSI Applications (up to 10 Nos) and will provide CERT-In Safe to Host Certificate once in every year. Application Security Audit will be performed from the auditor Lab and ICSI Noida office, where a specialized auditor team will assess the web application security.
- iv) IT Infrastructure Security Audit: Auditor's Infrastructure Security Audit team, will perform security Audit including Compliance Audit of Infrastructure once in every Year. This audit will be carried out at the ICSI office located in Noida. The auditor's Consultant placed in ICSI with the Audit team will ensure a thorough evaluation of the ICSI IT infrastructure security.
- v) Project Oversight: The entire assignment will be overseen by the Auditor's Project Manager, who should have approx.12 years of experience in handling complex audit assignments. This ensures a smooth and organized process from start to finish.
- vi) Audit Team: In addition to the resources mentioned above, the audit team will visit the ICSI office

to conduct both the IT Infra audit and the web application audit.

(F) Payment Milestone:

Fees per year shall be paid as per the following schedules:

- i. 70% of the annual cost shall be paid on submission of all Initial audit reports OR after 6 months of the start of that year's contract, whichever is later.
- ii. 30% of the annual cost shall be paid on submission of all the final audit reports along with the respective compliance certificates.

(G) DELIVERABLES: A detailed report along with recommendations will be provided. Safe to Host certificate will be issued on completion of final web audit. This exercise will be performed every year by the auditor.

1. Phase-1: Application & IT Infra Audit Report including:

- a. Comprehensive executive summary.
- b. Detailed technical report with criticality rating.
- c. Reports highlighting business impact.
- d. Recommendations for each identified vulnerability.

2. Phase-2: Re-audit Report for the application and IT Infra.

- a. Activities will commence only after confirmation from the client regarding resolution of all vulnerabilities reported in Phase-1.
- b. Issue of Safe to Host Certificate after completion of web application audit.
- c. At the end of each assessment, the auditor will share a password protected report outlining each vulnerability, its severity, evidence of the existence of vulnerability, the risks associated with it and recommendations on how to address it.

(H) General Terms and conditions

1. Duration of Contract

Duration of Contract shall be for a period of Three (3) years subject to evaluation of the performance on annual basis. In case on annual review, it is perceived by the Institute that the service provider's previous

year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. The decision of the ICSI in this regard shall be final.

2. Extension of Contract

On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed for further maximum period of Two (2) years subject to evaluation of the performance on yearly basis on the mutually agreed rates and same terms & conditions in writing and if the service of the Service Provider is found to be satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and the decision of the ICSI shall be final and absolute.

3. The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.

4. The site for services is:

- a. The Institute of Company Secretaries of India, C-36 & 37, Sector-62, Noida-201309.
- b. The Institute of Company Secretaries of India, ICSI House, 22 Institutional Area, Lodi Road, New Delhi -110003

5. Security Deposit/performance guarantee:

- a. The successful bidder must submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure F) to cover any loss or damage caused to or suffered by the Institute due to acts of commission or omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee must be of equivalent amount of 5% of the annual contract price. The Bank Guarantee must be submitted within 7 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.
- b. The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.
- c. In case of non-compliance by the vendor, of any of the terms and conditions as stated in the contract / Service Level Agreement (SLA) or if the vendor withdraws or amends, impairs or derogates from the contract / Service Level Agreement (SLA) in any respect within the period of validity of the contract /

Service Level Agreement (SLA) or bidder fails to execute the work as per the contract /Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

6. The vendor will not have any direct interaction on behalf of the Institute with any third-party agency engaged by ICSI.
7. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.
8. The bidder must sign a Service Level Agreement for IT Security Audit Services for a period of Three (3) years effective from the date of the acceptance of the deployment of technical audit resource at site and start auditing by the Institute in the line of the terms and conditions of the tender document.

9. Payment Terms:

- i. Fees per year shall be paid as per the following schedules:
- ii. 70% of the annual cost shall be paid on submission of all Initial audit reports OR after 6 months of the start of that year's contract, whichever is later.
- iii. 30% of the annual cost shall be paid on submission of all the final audit reports along with the respective compliance certificates.

10. Payment of Taxes

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider

11. Penalty Terms:

Penalty due to violation of SLA:

Penalty of @Rs. 500/- (Rupees Five hundred only) per day for the defaulted days in case of not meeting any of the terms and conditions mentioned in SLA.



All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by ICSI. In case of repeated penalties on the Service Provider, the ICSI shall have the right to terminate the contract by giving one (1) months' notice and such decision of the ICSI shall be final.

12. Infrastructure: Sitting arrangements with network connectivity at ICSI office will be provided by the Institute on requirement basis as assessed by ICSI and all other things including (desktop/laptop) will be managed by the vendor at its own cost.
13. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
14. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate for the loss caused to ICSI and to pay damages. The Institute shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. The decision of the Institute in this respect shall be final & binding.
15. Whenever under this tender / contract /order any sum of money is recoverable from and payable by the bidder(s) / vendor, the Institute shall be entitled to recover such sum by appropriating in part or as a whole from the security deposit / bank guarantee / earnest money deposit of the bidder(s)/ vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder(s)/ vendor, or which at any time thereafter may become due to the bidder(s)/ vendor, under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the bidder(s)/ vendor, shall pay the Institute on demand the remaining balance.

16. GENERAL:

- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.

- (b) **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or entirely from the security deposit of the vendor. In the event of the security being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under this or any other contract with ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay the ICSI on demand the remaining balance due along with penalty.
- (c) **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- (d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- i. The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.
 - iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- (e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched under this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
- (f) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder

- Fails to honor its bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud, mischief, misappropriation or any other type of misconduct on the part of party / bidder.
- Giving false, misleading or fake information/ document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Purchase/ Work Order at the quoted prices;
- Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

(g) Confidentiality:

1. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
2. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

- (h) Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- (i) Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

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(j) TERMINATION

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

(k) Liquidated Damaged (LD) Clause

While awarding a contract, an LD clause should be included for levying penalty on the Supplier in case of delay in effecting delivery of goods as under:

1. $\frac{1}{2}$ per cent of total value of contract, for each day of delay, in case of goods and services are delivered either in full or partly within 7 days after the due date;
2. 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of goods and services are delivered either in full or partly beyond 7 days but upto 14 days after the due date;
3. Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.
4. Competent Authority may relax or waive the penalty in case the delay is due to reasons beyond the control of the supplier or on other justified grounds.

(l) Defect Liability Period

The defect liability period is one year from the date of supply of items. During this defect liability period if any defects found /pointed out in material installed /workmanship/Services, the work is to be rectified/the material

to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit.

(m) Force Majeure

- i. The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. For the purpose of this Article, Force "Majeure" means any cause, which is beyond control of the successful bidder or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
 - War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond control of the successful bidder or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

- (n) Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. The Service Provider shall at all times indemnify and keep indemnified ICSI against any and all claims by employees, workmen, contractors, sub-contractors, agents, employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to

reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under the law of the land. In case of any damage caused to the institution due to negligence, carelessness, or inefficiency of staff of the vendor, the vendor shall be responsible for making good the loss. The ICSI shall have the right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. The decision of the ICSI in this respect shall be final & binding on the vendor.

The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications related to technical scope, Shri A K Rath, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.: 0120-4522018 Email Id: asit.rath@icsi.edu may be contacted.

For any other details / clarifications, Shri Praveen Kumar Ojha, Executive Director, Directorate of Purchase and Stores, ICSI Tel. No: 0120-4082140 Email ID: Praveen.ojha@icsi.edu may be contacted.

Date: August 29th, 2025

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29/8/25
(S K SHARMA)

Director (Purchase & Stores)

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THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

(Annexure A)

Tender No: ICSI/IT/RFP for CERT /2025-26/113

Date: 29th August 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

PART 'B': (TECHNICAL BID)

Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the bidder

(a) Trade Name

(b) Status of the Bidder

(Limited Co./ Pvt. Ltd.) (Enclose self -attested copy of document)

(c) Name of CEO/Directors /Partners/ Proprietor

2. Postal Address

3. Telephone No. / Mobile No. for communication

4. (a) E-mail-id (mandatory)

(b) Website address (if available)

5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.

(a) Tender Fees

(b) EMD

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(c) MSME/NSIC Regn. No. (if applicable) & its valid period _____

(Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No. and IFS Code

(for e-payment purpose) _____

7. PAN (Enclose self-attested photocopy) _____

8. GSTIN Code (Enclose self-attested photocopy) _____

9. Lab. Licence/EPF/ESIC Reg. No. (if applicable) _____

(Enclose self-attested photocopy)

11. Trade License/Business License/CIN (if applicable) _____

(Enclose self-attested photocopy)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No. _____.

Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “
_____ (name of the work or supply)” as per Financial Bid (Part ‘C’).

Signature _____

(Authorized signatory of the
agency)

Name of the bidder _____

Date _____

Official seal of bidder _____

- **NOTE:** Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder’s authorized representative.



**THE INSTITUTE OF
Company Secretaries of India**
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No: ICSI/IT/RFP for CERT /2025-26/113

Date: 29th August 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

Form II(a): TECHNICAL DETAILS

S. No.	Particulars	Response
1.	List of existing clients to whom IT Security Audit Services give in last 1 year with details of company, value of business, concerned person name & their telephone no. (Please attach full details)	
2.	Please indicate in full the following details: A) Manpower available Technical & Non-technical Number and name of the personnel who can provide IT Security Audit support and do troubleshooting. B) "Provide Escalation Matrix up to Director/CEO of the firm".	

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Tender No: ICSI/IT/RFP for CERT /2025-26/113

Date: 29th August 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

Form II(b): Eligibility Criteria Details

S.No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 or under any other relevant legal provision in any other Country and should have been operating in India and must have their operating office in India. Please enclose self-attested copy of Certificate of Incorporation, copy of Memorandum of Association (MOA) and Article of Association (AOA) or any other relevant document of incorporation and proof of having office in India.		
2.	Average Annual Turnover immediately preceding three consecutive financial years ended as on 31.03.2024 must not be less than 50 lakhs per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2024 of the bidding firm in support of the bidder's submission).		
3.	Bidder should have at least Five (5) years of experience in similar kind of projects (IT Systems Security Audit). Submit the documents as proof.		
4.	The bidder should have at least two clients, out of that one must be from business house/Central Government/State Government/Public Sector organizations /PSU/Autonomous Bodies/ Statutory Bodies with whom similar IT Security Audit Services		

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	contract has been executed in immediately preceding Five (5) years ended as on 31st March 2024. Please enclose a copy of work order, contract document, award letters, agreement etc. or any other relevant document (Please also provide name and contact details of the concerned officials of the respective clients).		
5.	CERT-IN Empanelled as on bid submission date with document proof and valid for Three (3) years.		
6.	Bidder must have One (1) Nos of CISA/CISSP and minimum Two (2) CEH Certified professionals. Submit the valid document proof.		
7.	Submission of Tender Fee		
8.	Submission of EMD		
9.	PAN (Enclose self-attested photocopy)		
10.	GSTIN Code (Enclose self-attested photocopy)		
11.	Escalation Matrix up to Three (3) levels should be provided.		
12.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		

Handwritten signature

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13.	Bidder should not have been blacklisted by any Firm/Organization/School/ Board/ University / Institution, or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past Five (5) years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		
14.	The bidder must have a valid (as on the date of submission of the bid) ISO 9001:2008 /9001:2015 Equivalent certificate for quality and ISO 27001:2005 Equivalent certificate for IT Security/Data Security. (Please attach valid supporting documents).		
15.	Resource's IT Security Certifications (document proof) who will be aligned for this project.		

NOTE: Please submit all the documentary evidence in support of the above conditions. If any of the above eligibility criteria is not fulfilled and not supported by documentary evidence as per the prescribed format, the bid will be summarily rejected.

Date:

Signature _____

(Authorized signatory of the agency)

Name of the bidder_____

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**THE INSTITUTE OF
Company Secretaries of India**
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

(Annexure C)

Tender No: ICSI/IT/RFP for CERT /2025-26/113

Date: 29th August, 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

To

The Secretary

Institute of Company Secretaries of India (ICSI) ICSI House,

C – 36,

Sector 62,

Noida-201309

Sub: Request for Request for Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit

Sir,

This is with reference to the **Tender No: ICSI/IT/RFP for CERT /2025-26/113** due on 10th September 2025. We are interested to participate in the _____ dated _____. We declare that:

- (i) We have read and understood the terms and conditions given in the quotation / tender Document;
- (ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- (iii) We accept and agree to all the terms and conditions of the quotation / tender;

(iv) We shall comply with all the terms and conditions of the quotation / tender;

(v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.

(vi) We understand that ICSI reserves the right to cancel the quotation / tender at any stage or cancel / reject any one or more bid without incurring any liability.

(vii) The duly signed copies of all the tender pages are attached herewith.

Date:

Signature _____

(Authorized signatory of the agency) Name
of the bidder _____



THE INSTITUTE OF
Company Secretaries of India
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No: ICSI/IT/RFP for CERT /2025-26/113

Date: 29th August 2025

Sub: Request For Proposal (RFP) for Annual Web application Security audit and IT Infrastructure Audit.

PART 'C' (FINANCIAL BID)

Rates Quoted rates should be all inclusive except GST which should be shown separately as percentage rate (%)

(figure in Rs.)

S. No.	Item Description	Qty(no s.) (a)	SAC* (b)	Unit Rate (c)	Total (d=a*c)	GST % (e)	GST amount (f =d*e)	Total (All Inclusive) (g=d + f)
1	Fee per year							
2	Total Fee for Three (3) years							
3	Any extra Application audit: In case of any extra applications that need to be audited, will be							

Arti

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	done with an extra fee of Rs.----							
	-----/- per application							
4	Total Amount (in Words							

* SAC : Services Accounting Codes

No Extra Charges: Auditor will not charge any additional fees for the deployment of the Information Security Consultant as mentioned above.

Date: Signature _____

Name of the bidder

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Signature

Format- Performance Bank Guarantee from a Nationalized Bank FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No

Dated

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, C-36, Sector-62, Noida, UP-201309

1. Against contract *vide* Advance Acceptance of the Tender covering "TENDER" (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs _____ only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Vendor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by

the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

WITNESS NO. 1

(Signature) Full
Address (in legible letters)

WITNESS NO. 2

(Signature)
Full name and official
Address (in legible letters)

Authorized Bank Representative

(Signature) Full name and official Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....
Dated.....

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