



# Small Industries Development Bank of India

## Request for Proposal For Appointment of Consultant for ISO 27001 Certification of Data Centre and Disaster Recovery Site

टेंडर सं. / Tender No.	400/2016/1133/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	23 दिसंबर, 2015 / December 23, 2015
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	13 जनवरी, 2016 / January 13, 2016 3:30pm
न्यूनतम व तकनीकी बोली खोलने की तिथि व समय   / Date & Time of Opening of Minimum Eligibility bid & Technical bid.	13 जनवरी, 2016 / January 13, 2016, 4:00pm
बयाना जमा राशि / Earnest Money Deposit	Rs.60,000/- (Sixty Thousand only)
टेंडर मूल्य /Tender Cost	Rs.1,000 (One Thousand only)
पृष्ठों की कुल संख्या / Total Number of Pages	86

भारतीय लघु उद्योग विकास बैंक  
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,  
बान्द्रा कुर्ला काम्प्लेक्स, बान्द्रा (पू.), मुम्बई - 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
MSME Development Center, C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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## 1. Critical Information/ महत्वपूर्ण सूचना

(RfP No: 400/2016/ 1133 /BYO/ITV dated December 23, 2015)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	04 जनवरी, 2016 / January 04, 2016	12 Noon
2	Pre Bid meeting / पूर्व-बोली बैठक (no clarifications would be given after pre-bid meeting)	04 जनवरी, 2016 / January 04, 2016	3:30pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	13 जनवरी, 2016 / January 13, 2016	3:30pm
4	<b>Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता</b>		
	<b>महाप्रबन्धक (सिस्टम्स)</b> भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वरतिकाल, एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), मुम्बई – 400 051 दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	<b>General Manager (Systems)</b> Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), <b>Mumbai - 400 051</b> Phone: 022-67531100 / 67531229 Fax: 022-67531236	
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	13 जनवरी, 2016 / January 13, 2016	4:00pm
6	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date. / बाद में सूचित किया जायेगा	
7	Bid Validity/ बोली के वैद्यता	<b>90 days</b> from the last date of bid submission. / बोली जमा करने की अंतिम तिथि से 90 दिन तक	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for Presentation. Date would be intimated after bid submission. बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा।	
9	<b>Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण</b>		
	T Sunanda, Mgr(Systems) 022-67531295 sunanda@sidbi.in	C R Prasad, AGM(Systems) 022-67531238 crprasad@sidbi.in	Sanjay Kumar Srivastava, DGM (Systems) 022-67531229 ssrivastav@sidbi.in

## 2. Abbreviations

Acronym	Description
RFP	Request for Proposal
LI	Lead Implementer
LA	Lead Auditor
CISA	Certified Information Systems Auditor
CISSP	Certified Information Systems Security Professional
CEH	Certified Ethical Hacker
EMD	Earnest Money Deposit
ISMS	Information Security Management System
SOA	Statement of Applicability
VAPT	Vulnerability Assessment & Penetration Test
RCB	Registered Certification Body
DC	DataCenter
NIPS	Network Intrusion Prevention System
DR	Disaster Recovery
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
TCO	Total Cost of Ownership
IIMC	IT Infrastructure Management Centre
BG	Bank Guarantee
BFSI	Banking & Financial Institution

### **3. Introduction and Disclaimers**

#### **3.1. Preface**

1. This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling SIDBI to select Consultant for ISO 27001 consultancy and certification services of its Datacenter at Mumbai and DR site at Chennai of the Bank.
2. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

#### **3.2. Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

#### **3.3. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

#### **3.4. Costs to be borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

#### **3.5. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and SIDBI until execution of a contractual agreement.

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### 3.6. Recipient Obligation to Inform Itself

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The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

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### 3.7. Evaluation of Offers

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The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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### 3.8. Acceptance of Selection Process

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Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

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### 3.9. Errors and Omissions

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Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgement of Response to RFP.

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### 3.10. Acceptance of Terms

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Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RFP.

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### 3.11. Requests for Proposal

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1. Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons:

<b>Contact</b>	T Sunanda	C R Prasad	Sanjay Kumar Srivastava
<b>Designation</b>	Mgr(Systems)	AGM (Systems)	DGM (Systems)
<b>Email Id</b>	sunanda@sidbi.in	crprasad@sidbi.in	<a href="mailto:ssrivastav@sidbi.in">ssrivastav@sidbi.in</a>
<b>Telephone</b>	91 - 22 - 67531295	+91- 22 - 67531238	+91 - 22 – 67531229
<b>Fax</b>		+91 - 22 - 67531236	

2. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
5. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.



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### 3.12. Notification

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SIDBI will notify all short-listed Respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

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## 4. RfP Response

### 4.1. Bid Price

1. Non-refundable Bid Price of ₹1,000/- (₹ One Thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Mumbai, must be submitted along with RFP response.
2. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

### 4.2. Public Procurement Policy for MSEs

1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol. 2.5.1 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MSMEs).
2. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
3. Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to Rs. 25 lakh	Up to Rs.10 lakh
Small	Up to Rs. 500 lakh	Up to Rs.200 lakh
Medium	Up to Rs.1000 lakh	Up to Rs. 500 lakh

### 4.3. Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit of Rs.60,000/-. Details of the EMD are given in **Section 9.7** of RfP.

### 4.4. RFP closing date

RFP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section before, at SIDBI Office premises.

### 4.5. RfP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the date of the submission of bids.

### 4.6. Late RFP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

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#### 4.7. Receiving of RFP Response

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Receiving of RFP response will be registered by SIDBI in a separate register kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted only through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

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#### 4.8. Requests for information

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1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

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#### 4.9. Pre-Bid Meeting

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1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank ([www.sidbi.in](http://www.sidbi.in)) website and Central Public Procurement Portal (CPPP) within **03 working days** of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

#### 4.10. Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

#### 4.11. Selection process

Successful Bidder will be selected through three bids evaluation process:

1. Pre-qualification / Eligibility evaluation
2. Technical evaluation and
3. Techno- Commercial evaluation.

Refer **Chapter 6** for evaluation methodology.

#### 4.12. Details of Bids to be submitted

1. Bidders are required to submit their responses in THREE envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
<b>I</b>	<p><b>Minimum Eligibility Bid</b></p> <ol style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-II</b></li> <li>iii. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV.</b></li> <li>iv. DDs/Instruments towards bid price</li> <li>v. DD/Instrument towards EMD OR bid security as per format prescribed in <b>Annexure – VIII.</b></li> <li>vi. Power of Attorney as per format prescribed in <b>Annexure-VI.</b></li> <li>vii. Bank Mandate Form as per format prescribed in <b>Annexure –X.</b></li> <li>viii. Integrity Pact s per format prescribed in <b>Annexure –XIV.</b></li> </ol>	<p>Hardcopy – 1 and Soft copy on pen drive or CD</p>	<p>“Minimum Eligibility – Appointment of Consultant for ISO 27001- RfP No. 400/2016/1133/BYO/ITV”</p>
<b>II</b>	<p><b>Technical Bid</b></p> <ol style="list-style-type: none"> <li>i. Response to Technical Bid as per format prescribed in <b>Annexure-III</b></li> <li>ii. Letter of competence as per format prescribed in <b>Annexure-V.</b></li> <li>iii. Letter of Conformity as per format prescribed in <b>Annexure-VII.</b></li> <li>iv. Non-disclosure Agreement as per <b>Annexure-IX.</b></li> <li>v. Statement of deviations as per <b>Annexure –XI</b></li> </ol>	<p>Hardcopy – 1 and Soft copy on pen drive or CD</p>	<p>“ Technical Bid – Appointment of Consultant for ISO 27001 – RfP No. 400/2016/1133/BYO/ITV”</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	vi. Masked copy of commercial bid as pre <b>Annexure -XII</b>		
<b>III</b>	<b>Commercial Bid</b> 1. Response to Commercial Bid as per format prescribed in <b>Annexure-XII</b> .	Hardcopy – 1	“Commercial Bid – Appointment of Consultant for ISO 27001– RfP No. 400/2016/1133/BYO/ITV”

- Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
- Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Bid for Appointment of Consultant for ISO27001 – RfP No. 400/2016/1133/BYO/ITV**”.
- All the individual envelopes must be super-scribed with Name of the Bidder, Contact Name, Mobile / telephone number and E-email Id.
- Envelope I and II should also contain softcopy of respective response documents in a CD / Pen drive.
- Authorized Signatory** - Authorized signatory on whose name Power of Attorney is issued must sign all the pages of the response.

#### 4.13. Pre Contract Integrity Pact (IP)

- IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XIV** on the letter head of the Company. However, the successful bidder has to submit the same in a **non-judicial stamp paper** of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Purchase Order.

#### 4.14. Important

Bidders must take the following points into consideration during preparation and submission of bids.

- Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- The RfP is floated on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal ([eprocure.gov.in](http://eprocure.gov.in)). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.

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## 5. Background

### 5.1. Introduction

SIDBI was established on April 2, 1990 under The Small Industries Development Bank of India Act, 1989 with an aim to be "the principal financial institution for the promotion, financing and development of industry in the small scale sector and to co-ordinate the functions of the institutions engaged in the promotion and financing or developing industry in the small scale sector and for matters connected therewith or incidental thereto".

The business domain of SIDBI consists of Micro, Small and Medium Enterprises (MSMEs) and the service sector including transport, health care, tourism sectors etc. SIDBI figures among the top 30 development banks of the world. As per the May 2001 issue of The Banker, London, SIDBI ranked 25th both in terms of Capital and Assets.

#### The Vision and Mission of SIDBI are as follows:

**Vision:** To emerge as a single window for meeting the financial and developmental needs of the MSME sector to make it strong, vibrant and globally competitive, to position SIDBI Brand as the preferred and customer - friendly institution and for enhancement of share - holder wealth and highest corporate values through modern technology platform.

**Mission:** To facilitate and strengthen credit flow to MSMEs and address both financial and developmental gaps in the MSME eco-system.

SIDBI has taken numerous steps for the promotion of MSME funding in the country. Some of those initiatives are credit advisories through credit advisory centres, loan facilitation, loan syndication services, and capacity building of smaller banks (RRBs / UCBs / DCCBs).

SIDBI is attempting to facilitate and enhance flow of credit to MSME sector via an ecosystem enabled by financial consultants.

SIDBI covers around 600 MSME clusters, through a pan-India network of 84 branches, 50 Credit Advisory Centres, and partnerships with cluster-level industry associations.

### 5.2. Subsidiaries and Associate Organizations of SIDBI

The various subsidiaries / associate organizations of SIDBI are:

- **MUDRA** Micro Units Development and Refinance Agency  
([www.mudra.org.in](http://www.mudra.org.in))
- **CGTMSE** Credit Guarantee Fund Trust for Micro and Small Enterprises  
([www.cgtmse.in](http://www.cgtmse.in))
- **ISARC** India SME Asset Reconstruction Company Ltd  
([www.isarc.in](http://www.isarc.in))
- **SVCL** SIDBI Venture Capital Limited  
([www.sidbiventure.co.in](http://www.sidbiventure.co.in))
- **NCGTC** National Credit Guarantee Trustee Company

Please visit SIDBI website ([www.sidbi.in](http://www.sidbi.in)) for complete list of subsidiary /associate organization of SIDBI.

### 5.3. Business Products

SIDBI has uniquely designed products for the MSME sector. Some of the salient features are:

- Focused attention on industrial and service sector financing

- Attractive rates
- Relationship managers
- Presence across all major industrial setups
- Easier access to collateral free finance
- Risk / Growth capital for business
- Enable access to equity and venture funding
- Easy access to government schemes
- Provides receivable finance to allow earlier revenue recognition and more efficient cash management

SIDBI offers a varied set of products. The services sector gets Term loan and Investment products such as Sub-debt, Equity, convertible debentures, optionally convertible cumulative preference shares, zero coupon bonds, etc.

SIDBI facilitates Bank loans for new as well as existing manufacturing and service sector units.

SIDBI provides financial products to enable climate and environmental friendly investments to promote energy saving in Micro, Small and Medium Enterprises (MSMEs) in India, by providing financial assistance to MSMEs, directly by SIDBI as well as through refinance to Primary Lending Institutions (PLIs) and Non Banking Financial Companies (NBFCs).

The targeted clientele are entities that operate in the space of reducing the emission of greenhouse gases to contribute towards climate change mitigation and achieve a reduction or avoidance of emissions and pollution through the introduction of financial products. SIDBI supports MSMEs towards development, up-scaling, demonstration and commercialization of innovative technology based projects.

#### 5.4. Operational Functions

Overall operational functions of SIDBI are distributed among various verticals and cells.

Broad functions in SIDBI are:

SIDBI Foundation for Micro Credit(SFMC) / Micro Credit
Government Schemes Cell
Strategic Planning / Budgeting
Risk Capital, Fund of Funds, Infrastructure, India Venture Board, National Innovation Finance Programme (NIFP), Merchant Banking
Receivable Finance, Trade Financing and Factoring Services
Service Sector Financing
Resource Management
Indirect Finance, Assignment, Securitisation
Associate Institution Cell
Corporate Social Responsibility
Energy Efficiency
International Consultancy, Project Management Division
Cluster development, Technical assistance
Central Coordination, Government Liaison and Parliamentary Committees/ Questions
Promotion and Development, capacity building of RRBs and UCBs
Premises department
Stressed Assets and NPA Management, Credit Coordination Group (CCG), Working Capital related products (LC/BG etc.) and Coordination Cell for Product Review & New Products
Customer Service Cell including Lead Management, MSE-CDP
Business Process reengineering Cell
SmallB and SIDBI Website
Administration, PF & Pension ,HR & Training
Refinance-SFCs & Banks



Corporate Accounts, Taxation, Compliances & RBI Co-ordination
Treasury
Insurance Marketing Cell
SIDBI MSME International Training Centre, e-learning modules
Loan Facilitation Services, Credit Advisory Centres
Risk Management, Economic Planning, Research & Publications (including MSME research), Annual Report
Management Information, Corporate Image Enhancement Cell
Information Technology
Internal Audit
Implementation of Rajbhasha (Hindi) policy
Legal & RTI
Board Division
Staff Accountability / Disciplinary cases

## 5.5. Current IT Setup

### 1. Data Centre and DR Site

SIDBI has its Datacenter at Mumbai and DR Site at Chennai. All the applications are hosted at Datacenter (including Internet and mail) and the same are accessed over MPLS VPN by all locations and offices. In the event of failure of Datacenter, DR Site is activated.

Further, SIDBI also providing co-hosting services to its subsidiaries at Datacenter.

### 2. Present IT Infrastructure

Infrastructure Type	Details of Components
Hardware	Servers (Tower, Rack & Blades with majority on Intel and few on RISC architecture), Routers, Switches, Backup Tape library, Security devices, Video Conferencing End points, biometric attendance systems etc
Operating Systems	IBM AIX 6.1, HP-UX 11. 31 v3, Windows 2003/2008, Linux, Citrix XenServer Enterprise Edition for virtualization.
Database Servers	Oracle 10g in RAC (Real Application Cluster), Oracle Data guard for DR replication of archive logs.
Application Servers	Citrix XenApp 5.0, IBM Websphere and MQ-Series, Oracle Application Server.
Web Server	JBoss, Apache Tomcat, IIS, IBM HTTP
Development Tools	Oracle Developer Suite ver 6, Java/JSP, Lotus Domino, IBM Rational
Groupware	IBM Domino 9
Office automation	Microsoft Office 2003 and above, Unicode
Antivirus	Symantec Enterprise Edition Version 12
Enterprise Backup Solution	LAN based backup using Veritas Netbackup DataCenter 7.0
EMS Tools	HP OpenView - Operations Manager, Network Node Manager (NNM), Client Configuration Manager (CCM), SM7, SPIs for Database, Lotus Notes and Citrix, Business Crystal Reports.
Security	Core Firewall (Fortigate 3600 in failover mode), Perimeter Firewall (Fortigate 800 in failover mode-in-process for replacement) and NIPS (Cisco 4240).
Web Gateway Security	Cisco Ironport S370 Series web gateway security appliance with proxy and caching, web content filtering, antimalware and antivirus.



Infrastructure Type	Details of Components
Video Conferencing	The core infrastructure consists of Polycom DMA, RSS, MCU, RPAD, PRI gateway, Resource manager with software clients and Radvision Scopia Elite MCU. Endpoints are mix of Polycom (HDX 8000/7000/Group 500/desktop clients).
Access Gateway	Citrix Netscaler
WAN	Complete managed IP MPLS VPN from three service providers connecting all the locations. Primary link on wired or wireless with backup on CDMA/RF/3G (excluding Regional offices where dual service provider network is present). The entire WAN architecture is HUB and Spoke with HUB locations being DataCenter and DR Site. All routers installed are of Cisco 1900/2900/3900/3800 series and are from service providers.
LAN	Data Center and DR Site – Cisco L3 / L2 based LAN Other Locations – L2 based LAN with switches of heterogeneous make (Cisco/Dlink/HP).
Business Applications	Website, Intranet portal, Business Application with details as given in subsequent paragraph of this document.

### 3. Details of Present IT Infrastructure

#### a. Connectivity

##### (i) Wide Area Network

SIDBI has implemented complete managed IP MPLS VPN based WAN at all locations/offices. Complete managed services include supply of all network hardware (router, MUX, Modem etc) on lease, configuration, troubleshooting, monitoring, maintenance etc.

The primary connectivity is wired or wireless with backup on 3G, CDMA, RF etc based on feasibility of service provider at the location.

The MPLS VPN network architecture is HUB and spoke, with HUB locations being Datacenter and DR Site. The last mile is encrypted (IPSec). All locations can reach DC and DR simultaneously.

Further, three service providers are contracted to build the network. The bandwidth at the locations varies from 256Kbps to 4Mbps and at aggregation points (DC and DR) the bandwidth available is 4/32/64Mbps. Bandwidth at the locations are upgraded based on operational requirement.

SIDBI also carries out additional monitoring, configuration and management of WAN, which is currently carried out by outsourced partner. For carrying out the same Bank has deployed HPOV, NNM.

##### (ii) LAN

SIDBI has implemented IP based, wired LAN at all its locations/offices. The LAN is based on L2 switches at all locations/offices and L3 switch(s) at Datacenter and DR Site. The switches at the locations are of heterogeneous make and are primarily unmanaged.

SIDBI is in the process of replacement of switches at most of the locations with managed gigabit switches

SIDBI would also be implementing Wireless LAN at few locations/offices in phased manner.

(iii) **Point to Point Link**

For online log shipment / replication from DC to DR, Bank has deployed point to point links of requisite bandwidth taken from two service providers. The links are terminated on L3 switches at DC and at Firewall in DR.

(iv) **The list of hardware used at all locations/offices is given below:**

S.N.	Hardware Description	Make/Model
<b>A. DataCentre</b>		
1	Core Routers	Cisco 3900/3800/2900/1900 series
2	Core Switches (L3)	Cisco 6509E
3	Access switches (L3)	HP
4	Access Switches(L2)	Cisco 2950 / 2960 / HP
5	Firewall - Perimeter	Fortigate 800 in failover. (In process of replacement in this Financial Year.)
6	Firewall - Core	Fortigate 3600 in failover (Core)
7	NIPS	Cisco 4240 (In process of replacement in this Financial Year.)
<b>B. DR Site</b>		
1	Router	Cisco 1900/2900 series
2	Core Switch	Cisco 3750X
3	Access Switches	Cisco 2950/HP/Dlink
4	Firewall	Checkpoint 4800
<b>C. Remote Locations / Offices</b>		
1	Router	Cisco 1900 series
2	Switches	Cisco 2950/2960/HP/Dlink

(v) **External Networks**

SIDBI also has connectivity with third party networks like Infinet, Reuters, SWIFT etc at both DC and DR.

The networks are currently connected as separate LAN. However, SIDBI proposes to integrate the same with DC network through proper security during the contract period.

**b. Internet**

Internet at SIDBI is centralized with gateway at Datacenter and DR (activated during DR operations) and all locations access Internet over WAN with proxy authentication.

Bank has procured Internet bandwidth from two service providers at Mumbai and single service provider at Chennai. At Mumbai the links are terminated on link load balancers. Web Gateway Security (WGS) appliance is installed at Datacenter which acts as proxy server with content filtering and antimalware software loaded on it. The WGS is integrated with AD. Currently, Bank does not have WGS at DR Site, the same would be added in due course.

**c. Mail**

SIDBI is currently using Lotus Domino for mailing. Outbound mails are sent from domino to internal SMTP and then transferred directly over Internet. SIDBI has its external mail box hosted with third party. All inbound internet mails from external domains, are first received at hosted mail box, gets scanned for antispam, thereafter they are pushed to SMTP server of the Bank.

SIDBI has also enabled employees to access internal mails while on move through handheld & laptops.

**d. SMS facility**

SIDBI also subscribed to SMS facility wherein information about the dues is sent to the customers.

**e. End Computing Devices**

SIDBI has provided the users with desktop computers or laptops depending upon the grade. Currently all officers above Grade B are provided with laptops. The laptops are installed/configured with office automation software, antivirus and basic utilities (winzip, acrobat reader etc), citrix client etc.

**f. Video Conferencing**

SIDBI has deployed video conferencing solution at all locations/offices. The solution is a mix of hardware/software based. The core infrastructure installed at Datacenter, consists of:

S.N.	Description	Make	Model	Remarks
1	MCU	Polycom	RMX 1500	15 port, full HD
		Polycom	RMX 1500	5 Port with PRI card
		Radvision	Elite	10 Port, full HD
2	Recording	Polycom	RSS 4000	5 port
3	Realpresence Distributed Media Application	Polycom	DMA 7000	50 concurrent calls.
4	RealPresence Resource manager	Polycom	RM	With 100 desktop clients

The endpoints deployed at the locations are mix of Polycom (HDX 8000/7000/4500/Group 500 series).

The video conferencing is carried over existing WAN (no separate network for VC is implemented), Internet and PRI lines.

**g. Security**

**(i) DataCenter**

The Security architecture deployed at DC is two layer firewall architecture i.e. internal and perimeter. On the perimeter firewall, DMZs are created for hosting web servers, notes traveler etc. Internal firewall zoning is done for hosting database servers, middleware servers, applications servers, citrix servers etc.

Network Intrusion Prevention System (NIPS) is implemented at the perimeter and Antivirus loaded on all servers.

**(ii) DR Site**

At DR Site, Bank has deployed single firewall on which zoning is created to host various components (Database Servers, Citrix Servers, Application Servers, Mail servers etc).

**Note:** SIDBI is in the process of implementing the recommendations of IT Security consultant (refer to ongoing consultancy projects), in phased manner. Initially, various zones would be created on the core firewall at DC for hosting databases, applications, UAT environment, backup etc. Further, various security measures like WAF, PIM also would be deployed. The security/network architecture at DR would be made similar to DC.

In the next phase various other security measures like SIEM tool, DLP, etc, would be taken up in due course during period of said contract.

(iii) **SSL VPN**

To enable staff and customers access applications over Internet, SIDBI has deployed SSL VPN appliance at both Data Center and DR Site.

(iv) **Antivirus and Operating System Patches**

Enterprise edition Antivirus is deployed at datacenter and clients loaded on all the servers and end computing devices. The antivirus definitions are updated periodically from the antivirus server hosted at datacenter.

Further, WSUS server is installed in the datacenter and windows patches are periodically updated from the same to the servers and end computing devices.

(v) **Branch/Office**

All the branches are connected over MPLS VPN to DataCenter and DR Site. The local LAN is connected directly to the router. There is no security device/appliance installed in the branches.

(vi) **Authentication**

Currently, Bank has single factor (password) authentication.

Bank is implementing two factor authentication (first biometric and second being password). The rollout process is in progress.

(vii) **Syslog Server**

Bank has deployed syslog server to gather the logs of key network and security devices.

(viii) **Re-Designing of Security Architecture**

Bank has engaged consultant for re-designing security architecture at DC and DR. The consultant has submitted the report and Bank is in the process of procuring and deploying the solutions in phased manner. In the first phase at DataCenter, replacement of firewalls, NIPS and zoning on Core firewall to separate applications, databases, UAT environment etc would be carried out.

At DR Site, deployment of two layer firewall architecture with ADDITION of NIPS and zoning on core firewall for hosting applications, databases etc would be undertaken. This is expected to be completed by the end of current FY.

**h. Website**

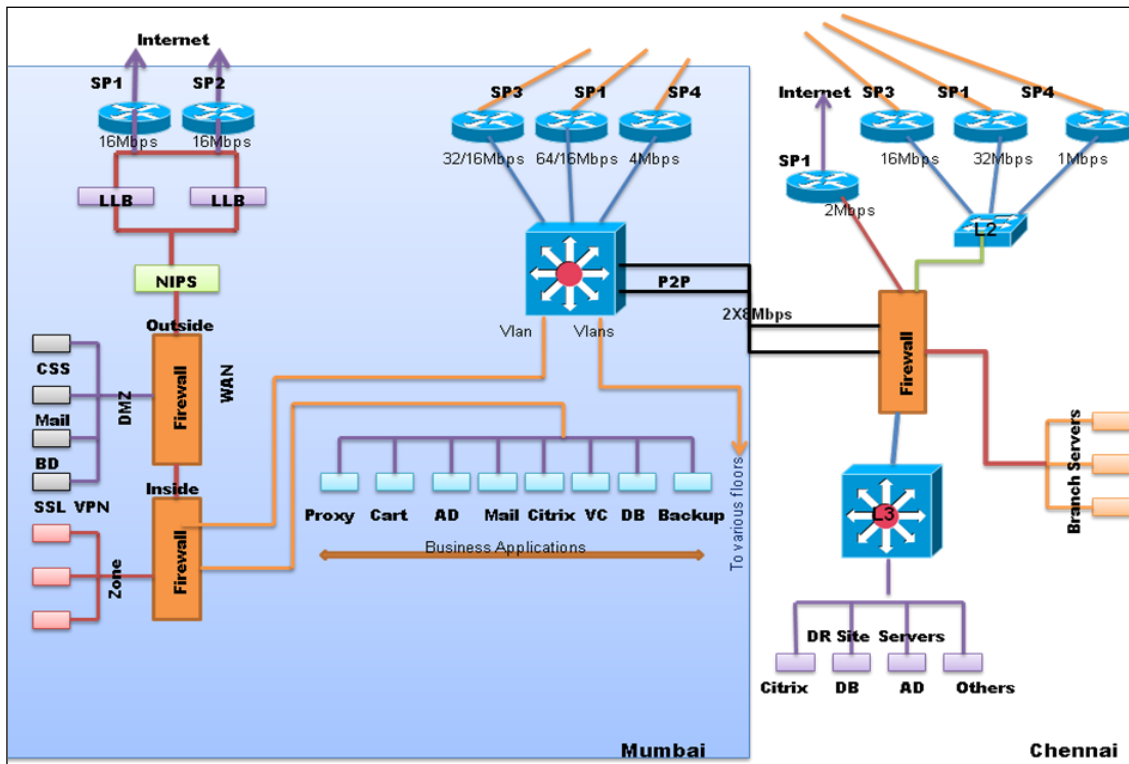
SIDBI has its website hosted with third party. Content management is also carried out by separate vendor.

**i. Web Servers**

SIDBI has hosted few web servers in its datacenter which are used by internal users and external users.

**j. Connectivity Architecture**

The complete network and security architecture at DataCenter and DR Site is given below:



### k. Business Applications

The application development, maintenance and support is done in-house or outsourced on need basis. Most of the legacy applications have been developed (or ported to) in Oracle forms 6i (Client-Server mode) and are being used with oracle 10g database. Few applications have been developed on Java platform. SIDBI has also purchased and implemented software for some specific operations, which use different technology. Few applications are deployed using .NET. Also some software has been developed using IBM Domino.

The architecture is client-server architecture with the business logic distributed in the client as well as in the database stored procedures and triggers.

All the applications have been deployed centrally at the Data Center using Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the application level for Citrix and Web Application servers as well. The central deployment of the applications allows for easy deployment of the new releases and patches. Application access over internet is enabled for selected applications for few customers and Bank's officers (on need basis), using Access Gateway.

An indicative list of applications is given below:

S.N.	Application Name	Use of the Application
<b>In-house Applications</b>		
1	Direct Finance System (DFS)	Term loan management and accounting including Working Capital, bank Guarantee schemes and Non-treasury Investments.
2	Receivable Finance Systems (RFS) / Invoice Discounting	Bill / Invoice discounting management and accounting.

S.N.	Application Name	Use of the Application
	Scheme (IDS)	
3	Refinance Systems (all schemes)	Management and accounting of various Refinancing schemes to Banks/SFCs/SIDCs
4	Recovery and NPA Management System (RNMS)	Management of NPA accounts, Security management
5	Resource Management System (RMS)	Term deposits and priority sector deposits.
6	Management Information System (MIS)	MIS and Exposure monitoring system, Controllable Expenses Budget Entry, Compliance Monitoring System
7	Payroll System (CSPC & ADMPAY)	Salary processing software
8	Common Administrative Payments (CAP)	Staff administrative payments / Reimbursements/ Loans & Advances.
9	Terminal Benefit System (TBS)	Managing terminal benefits like PF, Pension and Gratuity
10	RTUF, GSC Single sign-on (IDLS),	Managing interest subsidies out of Govt. Schemes (CLCSS is handled using e-portal platform of DC-MSME, GOI)
11	RTI System	Monitoring of RTI applications
12	SSO	Single Sign-on linked applications accessed over Intranet. (Citrix based & Web based)
13	Due Diligence software,	Managing IBA third party entity & IBA fraud list, Caution Advice & Wilful defaulter list, CIBIL, Machinery Supplier Database System
14	Intranet Portal (All portals)	Management of intranet portals and various support portals viz. SITI e-Learning, Legal e-Learning, Legal Cloud, Vigilance corner.
15	Credit Appraisal & Rating Tool (CART)	Application tracking, appraisal and rating.
16	Customer Management	Customer complaint management software
17	Flexcube Interface, GL Reports	Flexcube Interface and GL Reporting
18	General Payment Processing System (GPPS)	Front-end voucher entry and inter-branch accounting, vendor payments
19	Payment and Collection System (PnC)	Payments, collection management and daily fund management
20	Fixed Asset Software / Centralized Depreciation System (CDS)	Dead stock management software
21	Board Agendas Management System (BAMS)	Tracking and management of Board agendas for directors
22	Tender Tracking System (TTS)	Tender tracking and Vigilance Reporting
23	Inward / Outward System	Management of inward and outward of external communications
24	Info Channel	Notes based Information Channels
25	Library System (Hindi / English/others)	Notes based Library System
26	HVT/ET	High Value Transactions/ Exceptional Transactions Monitoring and Tracking
<b>Outsourced / Off-the-shelf Applications</b>		
27	Integrated Treasury Management System (ITMS) – FIS, FX and Quadryx (Credence)	Dealing Room Operations- Fixed income securities, Forex Dealing Room and Derivatives
28	OFSA (Oracle)	Asset Liability Management (ALM) and Fund Transfer (FTP)
29	Flexcube GL / CIF	General Ledger & Customer information file (CIF)



S.N.	Application Name	Use of the Application
30	Risk Assessment Model (RAM) - CRISIL	Credit rating
31	Integrated Risk Management System	Crisil solution for Basel II compliance
32	HRMS	Software for HR management.
33	IBM Notes Domino Mail (IBM)	Email management
34	Websites	Maintenance outsourced
35	Biometric Attendance System - Abacus	Biometric attendance
36	Biometric Authentication System -NEC	Dual authentication and Single Sign On Maintenance outsourced

#### I. IT Infrastructure Management

Presently AMC and FMS services are outsourced. An IT Infrastructure Management Cell (IIMC) at SIDBI, Mumbai office has been setup. The IIMC Team comprises of a Program Manager, resource personnel with appropriate skill sets in the respective support area viz. Help Desk & Remote Desktop management, Facility Management, Server Administration, Data Base Administration, Network and Security Administration (LAN & WAN), Mail and Backup administration, Vendor Management etc.

On-site facility management services are extended to selected remote offices. For other remote offices, the FM services are extended remotely from IIMC and through weekly visits and on-call basis.

The application development, maintenance, support are done in-house or outsourced need based.

#### 4. Details of Ongoing Consultancy Projects

##### a) IT Strategy

SIDBI is presently in a process of reviewing its current IT landscape and formulate its IT Strategy. In addition to assessing the existing Technology-Business alignment and rationalize IT applications, bank also wants to assess its IT capability to support future Business requirements, regulatory compliance, risk mitigation and technology trends in the industry. SIDBI has since appointed PWC as consultant for formulating IT Strategy and Roadmap to assist in identifying and prioritizing IT initiatives. Following was the broad scope of the project:

- Current system assessment
- Define IT Strategy & Architecture for the next 3 years
- Roadmap and Implementation Plan Document including Risk assessment and mitigation strategy
- IT Policy (including IT Outsourcing Policy) and IT procedure manual.

##### b) IPV 6 Study

Department of Telecommunications, Ministry of Communications and IT, Government of India has mandated all Government organizations should prepare a detailed transition plan for complete migration to IPv6 by December' 2017.

In order to achieve the same, SIDBI has appointed IPv6 Consultant. The scope of consultant is:

- (i) IPv6 Readiness Assessment and Gap Analysis
- (ii) IPv6 Architecture Development and Roadmap
- (iii) IPv6 Pilot Test Plan
- (iv) Tender for Selection of Implementing Agencies

The consultant has completed the consultancy and submitted the requisite documents. SIDBI would be issuing tender for selection of implementing agencies.

Impact: Since SIDBI would be moving to IPv6 in phases starting with perimeter, DC/DR and branches, coexistence of IPv4 and IPv6 would exist. Hence, the vendor should manage both IPv4 and IPv6 networks. The network and security engineers deployed by the vendor should have good understanding of IPv6 addressing, transition methods, troubleshooting etc.

c) **IT Security**

SIDBI has engaged KPMG as consultant for redesigning IT security architecture in the Bank. The scope of the consultant is to study the existing IT security architecture and redesign the same based on Banks IT Security Policy, RBI guidelines and ISO 27001 framework. The scope of consultant was as given below:

1) **Current State Assessment**

- (i) Visit, assess and study the current Enterprise Security Architecture and operations / applications at:
  - a) Data Center, Mumbai
  - b) DR Site, Chennai.
  - c) User's end points at two branches in Mumbai.
- (ii) Assessment and study of firewalls deployed and DMZ structure across the enterprise and integration between various security devices and systems.
- (iii) Assessment and study of current deployed identification and authentication solutions for users and applications, covering physical and logical access controls.
- (iv) Assessment and study of all enterprise applications with respect to their deployment and security considerations. Application level security is beyond the scope of the consultant.
- (v) Study and assess the current disaster recovery plan matching primary site with respect to security infrastructure and measures.
- (vi) Assess the current manpower and skill sets of IS security team.

2) **Enterprise Security Framework**

- (i) Based on the above study, assessment and current & emerging cyber security threats propose Enterprise Security Architecture Framework which should be ISO 27001 compliant and applicable to SIDBI based on its current and future operations.

The framework should consider the Banks existing IT Security Policy (ITSP), RBI guidelines and industry best practices, not limiting to the points given below:

- a. Firewalls deployment and DMZ layout for internal and perimeter network.
- b. NIPS and HIPS deployment.
- c. Critical server's protection. Protection should be for both physical and virtual servers.
- d. Hardening guidelines for Windows / Linux / Unix servers, firewalls, routers, switches etc.
- e. Network Access Control.



- f. Network Behaviour Analysis
  - g. Enterprise authentication solution for applications and users.
  - h. Antivirus, Operating system, network and security devices patching process.
  - i. Perimeter firewall replacement.
  - j. Data leaks and data theft – Data leakage prevention.
  - k. Application and database security
  - l. Secure privileged access to administrators and vendors. This should include both internal and remote access. The solution should capture all the tasks carried out by the administrators.
  - m. APT, Cyber attacks, DDoS, Malware, Bots etc.
  - n. Vulnerability assessment tool.
  - o. Web Application Security.
  - p. Security monitoring process and key performance indicators.
  - q. New technologies deployment – BYOD, Cloud, Mobility, WiFi etc.
  - r. Security Information and Event Management (SIEM) tool to collect logs from the identified devices/applications/servers/databases etc, collection, aggregation, correlation and analysis of disparate data from various sources.
  - s. Manpower and skill sets required to manage and operate the proposed security Architecture (SoC).
- (ii) For each solution recommended (excluding guidelines) in proposed architecture provide:
- a) Details of products (for each proposed solution) most commonly used by organisations in BFSI sector in India.
  - b) Create a detailed RFP comprising of the scope of work, payment terms, SLA, BOQ format, current state, evaluation methodology and other critical sections for a standard PSU RFP.
- (iii) The consultant to provide action plan and priorities and timelines for implementation of above recommendations. The action plan should take into consideration the dependencies / pre-requisites of the solutions.
- 3) **ISO 27001 Roadmap** - The Bank intends to implement ISO 27001 and get compliance certification. The Consultant has to provide the roadmap for ISO 27001 implementation and certification in the Bank.
- 4) **Hardening Guidelines**- For hardening of O/s, security and network devices, hardening guidelines.

The Consultant has submitted the report and SIDBI is in the process of implementation of report in various phases. Initially as per the report, Bank would be strengthening of core security infrastructure at DC and DR by replacement/procurement of firewalls, NIPS, WIPS, PIM etc and creation of various zones on the firewalls for hosting various applications, databases etc. Further, DR security / network architecture would be made similar to DC.

In other phases various security solutions like NAC, DAM, SIEM tool etc would be added and Security Operating Centre would be created.

However, depending upon the criticality and requirement for various projects implementation of solutions would be taken-up on priority.

*Details on the consultant project report would only be made available during course of ISO 27001 consultancy only to the shortlisted bidder.*

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## 6. Scope of Work

### 6.1. Objective

The primary objective of the Bank is to obtain ISO 27001:2013 certification for Data Centre, Mumbai and Disaster Recovery Site, Chennai and maintenance of the same for two additional years through two subsequent surveillance audits.

The Bank reserves the right to change the scope of the RFP to meet the overall objective of effective Risk Assessment, Risk Mitigation and ISO Certification requirements. The Risk Assessment and mitigation plan should be done as per ISO Standards, RBI Working Group Report and Industry best practices.

The Bank engages external auditor every year for System Audit in the bank which covers major IT infrastructures like various applications, databases, network & security devices, people and processes. The Vulnerability Assessment & Penetration Test (VAPT) is conducted on annual basis through external auditor. Further, a Consultant has been engaged to review and assess the entire IT Security setup and the report has recommended various solutions for implementation for revamping and improving the IT security setup in the bank. The Consultant report and the reports of recent IS Audit and last VAPT will be made available to the selected bidder. If vendor requires any document/report which is not available as part of IS Audit and VAPT, it would be vendor responsibility as part of job assigned to prepare the same.

Subcontracting of any work related to the scope of RFP is not allowed except for the ISO27001 Certification services which have to be carried out by the authorized certification agency only.

### 6.2. Scope of work and Requirement

The scope of the project includes:

#### 1. Process approach for ISO 27001:2013 design and implementation

With respect to the Design & Implementation phase of an ISO 27001 implementation, a process based approach for preparing, establishing, implementing, operating, monitoring, reviewing, maintaining and improving ISMS (Information Security Management System) in the Bank.

The process approach should cover:

- Understanding Bank's information security requirements and the need to establish policy and objectives for information security.
- Implementing and operating controls to manage an organization's information security risks in the context of the Bank's overall business risks as per ISO 27001:2013 standard.
- Monitoring and reviewing the performance and effectiveness of the ISMS and
- Continual improvement based on objective measurement.

## 2. Risk Assessment process approach and methodology

The Consultant has to conduct the detailed Risk Assessment (RA) across all business functions and processes covered under the scope and prepare and present the RA report to the SIDBI management/officials.

Under this, the following key steps have to be outlined:

- Assess and evaluate risks
- Select, implement and operate controls to treat risks
- Monitor & Review risks
- Maintain and improve risk controls

This exercise should include the steps outlined below:

- Inventory and classification
- Identify legal and business requirements relevant to the assets
- Valuation of identified assets taking requirements into account as well as impacts of loss of C.I.A.
- Identify threats and vulnerabilities
- Assessment of likelihood threats will result in vulnerabilities getting exploited & calculation of risk
- Evaluate risks against a pre-defined risk scale

## 3. ISMS development activities details

An Information Security Management System (ISMS) is a systematic approach to manage sensitive information to ensure its security. It targets to achieve this in three main areas - Confidentiality, Integrity and Availability, and encompasses people, policies, processes and IT systems. The ISMS in essence defines how an organization managed to treat INFORMATION as an asset and secure it in terms of Confidentiality(C), Integrity (I) and Availability (A).

The role of consultancy for this services process includes the following broad areas and not limited to:

- a) The ISO 27001 Standard specifies 39 control objectives and 114 controls under 14 domains/clauses from 5 to 18
- b) The bidder has to ensure that all these are properly checked up, documented and complied.
- c) Gap Analysis of the company against the ISO 27001 ISMS standard requirements.
- d) Training and awareness of key stakeholders with respect to ISO 27001:2013 standard.
- e) Define the scope: what's in, what are out, including issues like location, assets and so on. Prepare a Statement of Applicability (SOA) document.
- f) Compilation of Information Assets Inventories.
- g) Risk Assessment- Information Assets.

- h) Security Baseline of all IT assets and ensuring implementation of security Baseline.
- i) Create an Information Security Manual (ISMS) and framework.
- j) Implement the plan. Prepare, review, approve and publish information security policies, procedures, standards and so forth. Identify controls to protecting the IT infrastructure and facilities. Review and improve application security controls as well. Prepare contingency plan and plan its periodic drill.
- k) Training to Bank's selected Information Security personnel for maintenance and improvement of ISO 27001 Standard by ISO 27001 Lead Auditor.
- l) Pre-certification internal Audit and preparation for the final certification audit.
- m) Perform an information security audit and management review to check that everything is in order (this typically involves an informal pre-certification assessment by the certification body).
- n) Engaging and coordinating with accredited Certification bodies.
- o) Undergo the formal certification assessment of the ISMS by an accredited certification body.
- p) Certification.

**Note:**

If any changes/improvements in ISO 27001:2013 or any new standards are announced and they need to be implemented for Certification process, the same needs to be incorporated without any additional cost.

#### 4. **Statement of Applicability - approach and completion**

The SOA (Statement of Applicability) is a document which identifies all the controls chosen specifically for our environment, and explains how and why they are appropriate. The SOA shall be derived from the output of the risk assessment/ risk treatment plan and, it must directly relate to the selected controls with the original risks, they intend to mitigate required for ISO27001 Compliance.

The SOA should make reference to the policies, procedures or other documentation or systems through which the selected control will actually manifest. It is also good practice to document the justification of why certain controls were not selected or were excluded.

The Implementation Program can only be initiated, after completion of the "Statement of Applicability".

#### 5. **Pre-audit assessment process plan and execution**

A Pre-Audit Assessment shall comprise the following three modules, as given below:

- Gap Analysis – to find gaps between the existing ISMS system and the system required for successful ISO 27001 ISMS certification.
- Documentation Audit –to verify documentation compliance against the requirements of the ISO 27001 standard.
- External Pre Audit – to have surety over the established ISMS system before engaging the certification agency for the final certification auditing.

A detailed Assessment and Maturity report to be presented, detailing the information per the selected module and clause.

A pre-audit assessment exercise comprises of assessing the maturity of the following:

- ISMS Audit
- Assets Audit
- Business Processes Audit
- Security Architecture Audit
- Policies Audit
- Procedures and Systems Audit
- Compliance Report

#### 6. Certification audit stage plans & Surveillance audit plans.

Under this, vendors approach towards obtaining certification to the scope defined and coordination with **Registered Certification Body (RCB)** has to be emphasized. The vendor shall:

- Establish ISMS in line with ISO 27001:2013 standard
- Coordinates with RCBs
- Apply for Certification
- RCB to plan Pre Audit visit after document review off-site.
- Certification Audit on-Site
- Obtain Certificate
- For surveillance audit, there should be onsite audit for at least one week.

#### 7. Domains of ISO 27001:2013

In-order to implement ISMS the bidder to consider applicable ISO27001:2013 domains as given below:

S.N.	Domains
1.	Security policy
2.	Organization of Information security
3.	Human Resources security
4.	Asset management
5.	Access Control
6.	Cryptography
7.	Physical and environmental security
8.	Operations security
9.	Communications security
10.	Information systems acquisition, development and maintenance
11.	Supplier relationship
12.	Information security incident management
13.	Information security aspects of Business continuity management
14.	Compliance

#### 6.3. Milestones and Phase-Wise Deliverables

Phase	Details and Milestones	Deliverables
Phase 1	Current State Study, Statement of Applicability and Asset	<ul style="list-style-type: none"> <li>• Awareness training to IT officials on ISO 27001 Standard in 2 sessions.</li> <li>• Define the scope: what's in, what are out,</li> </ul>

Phase	Details and Milestones	Deliverables
	Compilation.	including issues like location, assets and so on. Prepare a Statement of Applicability (SOA) document. <ul style="list-style-type: none"> <li>• Compilation of Information Assets Inventories.</li> </ul>
Phase 2	Gap Analysis, Documentation, Security Base-lining and Risk assessment and Treatment.	<ul style="list-style-type: none"> <li>• Review of IT Security policy &amp; procedure document w.r.t. ISO 27001 Standard and Gap analysis.</li> <li>• Security Baseline of IT assets, systems.</li> <li>• Risk Assessment.</li> <li>• Risk Treatment Plan</li> <li>• Information Security Manual (ISMS) and framework</li> <li>• Prepare contingency plan and plan its periodic drill.</li> </ul>
Phase 3	Implementation, pre certification audits and implementation and maintenance training.	<ul style="list-style-type: none"> <li>• Training to selected IT personnel on implementation and maintenance of ISO27001 standard.</li> <li>• Implementation</li> <li>• Pre-certification of internal Audit and preparation for the final certification process.</li> <li>• Perform an information security audit and management review to check that everything is in order (this typically involves pre-certification assessment by the certification body).</li> <li>• Creating awareness by way of providing mailers, posters etc.</li> </ul>
Phase 4	Certification	<ul style="list-style-type: none"> <li>• Coordination with RCBs</li> <li>• Certification</li> </ul>
Phase 5	Surveillance audits, maintenance certificate and Training.	<ul style="list-style-type: none"> <li>• Two subsequent surveillance audits, training to selected IT personnel (each year) and maintenance of Certificates for two additional years.</li> </ul>

**Note:** All trainings would be from Mumbai. Participants would also be attending through Video Conferencing.

#### 6.4. Project Timeline and Completion Plan

The Bank intends to get the certification of Data Centre and DR Site within 12 months from the date of Project Kickoff. Project Kickoff would be two weeks from the date of issue of Purchase order / Lol.

Phase	Details and Milestones	Time (in Weeks)
Project Kickoff		Within 2 weeks from the date of placing order / Lol.
Phase 1	Current State Study, Statement of Applicability and Asset Compilation.	8 weeks
Phase 2	Gap Analysis, Documentation, Security Base-lining and Risk assessment and Treatment.	16 weeks
Phase 3	Implementation, pre certification audits. And implementation and maintenance	16 weeks



Phase	Details and Milestones	Time (in Weeks)
	training.	
Phase 4	Certification	12 weeks
Phase 5	Post Certification Surveillance audits and trainings.	Once in a year for a period of two years for maintenance of certification

### 6.5. Project Team Composition

1. The project team should have resources with proper mix of experience and skill-set to provide directional guidance and effective execution of the project. SIDBI expects consultants to constitute a team of professionals with following qualification/experience:

S.N	Roles	Qualification	Overall Minimum Work Experience	Relevant Certifications and Work Experience
1	Project Manager / Engagement Manager	Graduate in engineering / MBA	5	<ul style="list-style-type: none"> <li>Should be a certified ISO 27001 lead auditor or ISO 27001 lead implementer by the authorized agency.</li> <li>Have in-depth knowledge of IT, Banking processes and knowledge of RBI guidelines, with a minimum 3(three) years work experience in IT security.</li> <li>Have worked on at least 2(two) ISO 27001 consultancy or certification assignments, out of which 1(one) assignment should be for a Bank.</li> </ul>
2	Team Member	Graduate in engineering / MCA / MBA	5	<ul style="list-style-type: none"> <li>Should have CISA /CISSP / CEH certification.</li> <li>Have in-depth knowledge of IT, Banking processes and knowledge of RBI guidelines, with a minimum 3(three) years work experience in IT security.</li> <li>Have worked on at least 2(two) ISO 27001 consultancy or certification assignments, out of which 1(one)</li> </ul>



S.N	Roles	Qualification	Overall Minimum Work Experience	Relevant Certifications and Work Experience
				assignment should be for a Bank.

2. Taking into consideration the complexity of project, schedule etc, the actual number of personnel from each role, to be deployed is to be decided by the consultant. **Any resource deployed by the bidder, should have experience and qualification as given above against each role.**
3. The details and number of personnel deployed, qualification, experience etc to be clearly given in the technical bid response.

### 6.6. Resource Deployment

1. Bidder will be required to submit the Bio-data / CV of the members of the project team along with the technical response to this RfP document. Bio-data / CV should reflect the details of the projects handled by the candidate. SIDBI has planned to place purchase order (PO) within 3 months from the date of bid submission. In case SIDBI is not able to place the order by the stipulated period, selected bidder shall have the option to replace the resource of the team as per replacement policy mentioned in the following section.

If SIDBI places order within 3months from date of bid submission, the bidder should provide the resources as stated in their bid response. No change in resource is allowed.

2. SIDBI would like to meet and discuss with the deployed resources before the project takes off. Deployment / replacement of any resource in the team will be subjected to approval of SIDBI depending on his/her suitability in the project.
3. Consultant shall fill all the required details in the table **Appendix –ii**.

### 6.7. Resource Replacement

1. Selected Bidder shall have the right to replace the resource of the team after project kickoff, in case he/she has resigned from the bidder's institution or if he/she fails to perform as per expectation of SIDBI / Consultant (Selected Bidder). The Selected Bidder has to inform SIDBI within one week in case of such resignation.
2. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the key personnel is not vacant at any point in time during the contract period.
3. Before making any replacement, the Consultant shall provide SIDBI with:
  - a) a resume, Curriculum Vitae (CV) and other related information about the proposed candidate; and
  - b) An opportunity to meet / interview the candidate.
4. The bidder has to provide replacement resource of equal or better qualification and experience.
5. If SIDBI objects to the appointment, Consultant shall not assign the individual to that position and shall seek an alternative candidate in accordance with what has been described in this RfP or contract. The consultant has to ensure at least 2 weeks of overlapping period in such replacements. SIDBI will not be responsible for any knowledge transition to the replacement of resource and any impact / escalation of cost thereby.

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### **6.8. Co-location / Shifting of Datacenter and DR Site**

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Bank may shift / collocate Datacenter and DR site to different location(s). Hence, while delivering the consultancy, the bidder to consider the same. The bidder to provide the details what is to be looked into at the collocation site for ISO 27001 compliance. No extra cost will be borne by SIDBI for the same.

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### **6.9. Registered Certification Body (RCB)**

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The bidder to provide details of the proposed RCB in the technical bid. The RCB should be reputed accredited body with adequate experience in providing certification to organisations in BFSI sector.

Any change or continuing with the proposed RCB has to be done in consultation with the Bank before the start of certification. However, it is at the discretion of the Bank to accept or reject the request of the vendor.

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### **6.10. Software / Hardware Requirements**

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All the softwares, hardware equipments like Laptops, tools, Internet access etc to carry out the assignment has to be brought by the selected Bidder at no extra cost.

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### **6.11. Professionalism**

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The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

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### **6.12. Adherence to Standards**

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1. The selected Bidder should use ISO27001 standards and RBI Working group report requirements as reference while providing the consultancy service with an objective to enable the Bank to obtain ISO27001 certification and meet RBI requirements. Selected Bidder will perform Risk Assessment as per the Industry best practices like COBIT, ITIL, RBI Guidelines and also as per Banks own Security policies.
2. The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
3. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder.
4. The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidders have rendered their services for execution of similar projects.

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### **6.13. SIDBI Responsibility**

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SIDBI will provide the consultant the following during to carry out the assignment:

- a) All currently available policy and procedure documents with the Bank.
- b) Seating space with intercom facility to carry out the consultancy.
- c) Access to DC, DR site and the buildings where they are housed for physical verification/audit/study.
- d) Opportunity to interact with various groups / verticals and vendors.
- e) Details of project manager and team who would be interacting with the consultant.

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## 7. Eligibility Criteria

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

S.N	Eligibility Criteria	Supporting Documents Required to be Submitted
1	Should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> <li>For other eligible entities: Applicable documents.</li> </ul>
2	Should have been in existence in India for five years as on date of this RfP. (in case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> <li>For other eligible entities: Applicable documents.</li> </ul>
3	Should have a minimum average annual turnover of Rs.3 crores (Rupees three crores) during last three financial years viz. 2012-13, 2013-14 and 2014-15.	Copy of Auditor certificate and audited balance sheet for the financial years 2012-13, 2013-14 and 2014-15.
4	The Bidder should have made cash profit in at least 2 years out of last 3 financial years.	
5	The Bidder should have an office registered in India. One of its offices must be in Mumbai to handle the project smoothly.	Self declaration with address of registered office and local office at Mumbai along with contact details on letter-head of the bidder duly signed by authorized signatory of the bidder.
6	Bidder should have experience in offering Information Security Services such as Security assessment, defining security policies procedures & baselines, Risk Assessment, security consulting assignments to BFSI sector in India.	Copy of purchase order / agreement signed between the parties.
7	The Bidder must have experience of providing ISO27001 consultancy to institutions in India leading to successful ISO27001 certification/ recertification of its datacenter and DR site out of which at least 1(one)	<ul style="list-style-type: none"> <li>Copy of purchase order / agreement signed between the parties and</li> <li>Copy of Certification.</li> </ul>

S.N	Eligibility Criteria	Supporting Documents Required to be Submitted
	should be a Bank in India with minimum 100 branches.	
8	The Bidder must have at least 4 (four) consultants with qualifications such as ISO27001 Lead Auditors and/or ISO27001 Lead Implementers as employees as on date of this tender.	1. Proof of consultants with copy of certification. 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company's letter head should be submitted.
9	The Bidder must have at least 10 CISA / CISSP/ CEH Certified professionals with at least two in each category as employees as on the date of this tender.	1. Proof of consultants with copy of certification. 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company's letter head should be submitted.
10	The firm should not be blacklisted / barred by Government of India or any regulatory body in India during the last 3 years (from the date of this tender backward).	Self declaration to this effect on company's letter head signed by company's authorized signatory.
11	The Bidder or its parent company or its subsidiary should not be existing System integrator maintaining IT infrastructure at Data Centre, Mumbai and Disaster Recovery site, Chennai of the Bank.	Self declaration to this effect on company's letter head signed by company's authorized signatory.

**Note:**

- Those who fulfil all the eligibility criteria as mentioned above would be eligible to take part in this bid exercise.
- Minimum Eligibility Bid format as per Annexure -II given in this RfP to be submitted by Bidders and should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- The fulfilment of above eligibility criteria except items 3 & 4 above would be ascertained as of date of this tender.
- For manpower consideration the employee should be **on the payroll of the Bidding Company**.
- BFSI** implies Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI

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## 8. Evaluation Methodology

### 8.1. Objective

1. The objective of this evaluation methodology is to facilitate the selection of one Consultant firm/organization for ensuring technically superior and professional services at optimal cost.
2. The project is based on fixed cost and the selected bidder has to deliver the services as per scope of the project.

### 8.2. Evaluation process

1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - a) Eligibility Criteria
  - b) Technical Bid
  - c) Commercial Bids
2. The Bank shall evaluate first the 'Eligibility Criteria' bids and based on its evaluation, 'Technical Bids' shall be undertaken for evaluation at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Techno-commercial evaluation.
3. **Evaluation criteria** - proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.
4. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.
5. **Normalization** - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

### 8.3. Evaluation of Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
2. Successful bids out of this stage would be considered for technical evaluation.
3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

### 8.4. Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated

time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.

3. Technical bids would be evaluated as follows:

S. N	Criteria	Marks	Documents to be Submitted	
<b>A. Credentials / Experience</b>				
1	The number of years of experience of providing ISO27001 consultancy in India in last 5 years from the date of issue of this tender.	For each year of experience	04	Copies of work order.
		<b>Maximum Marks</b>	<b>20</b>	
2	The number of ISO 27001 consultancy carried out in <b>BFSI sector</b> in India.	For each consultancy assignment.	06	Copies of work order.
		<b>Maximum Marks</b>	<b>18</b>	
3	The number of ISO 27001 consultancy assignments carried out in India for <b>Non BFSI</b> clients.	For each consultancy assignment	03	Copies of work order.
		<b>Maximum Marks</b>	<b>09</b>	
4	The number of ISO 27001 consultancy assignments carried out in India <u>leading to ISO 27001 certification / recertification</u> of <b>BFSI</b> customers in India i.e. <b>end to end including arranging for certification by third party. (excluding customers in S.N.2)</b>	For each consultancy assignment	10	1. Copies of work order. 2. Copy of certificate.
		<b>Maximum marks</b>	<b>30</b>	
5	The number of ISO 27001 consultancy assignments carried out in India leading to ISO 27001 certification /recertification of <b>Non BFSI</b> customers i.e. <b>end to end including arranging for certification by third party. (excluding customers in S.N.3)</b>	For each consultancy assignment.	06	1. Copies of work order. 2. Copy of certificate.
		<b>Maximum marks</b>	<b>18</b>	
6	<b>Total (credentials/experience)</b>		<b>95</b>	
<b>B. Presentation</b>				
1	Understanding of Project Scope and SIDBI requirements with detailed broken-down activities to be performed, effort estimation, manpower to be deployed etc.		<b>05</b>	Subjective evaluation based on proposal and presentation.
<b>C. Grand Total (A+B)</b>			<b>100</b>	

**Note:**

- Experience of last five years as on date of this tender will only be counted in the Technical Evaluation of the bids.
- Consultancy assignment for ISO 27001 certification should be way of specific assistance for compliance with ISO 27001 standards such as Gap Analysis,



Remediation assistance, Risk Assessment, Pre-certification audit, assistance during certification in the form of handholding.

- The technical bid will be analyzed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.
- Relative Technical Score ( $RS_{Tech}$ ) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} \times 100$$

Where:

$RS_{Tech}$  = Relative score obtained by the bidder  
 $T$  = Technical score obtained by bidder  
 $T_{High}$  = Highest Technical score secured among the Bidders

- Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 75$ ), SIDBI reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 70$ .

### 8.5. Evaluation of Commercial Bids

- In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- The date for opening of commercial bids will be separately advised.
- Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
- Relative Commercial Score ( $RS_{Com}$ ) for each vendor will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

Where:

$RS_{Com}$  = Relative score for Commercial Bid of the vendor  
 $C$  = Commercial bid value of the bidder under consideration  
 $C_{Low}$  = Lowest commercial bid value out of all the eligible commercial bids obtained.

### 8.6. Final Selection of the Eligible Bidder

- Total Relative Score (RS) obtained by each eligible vendor will be calculated as follows:

$$RS = RS_{Tech} \times 0.7 + RS_{Com} \times 0.3$$

- The eligible bidder will be selected based on maximum Relative Score (RS) thus obtained.
- The vendor with the highest Relative Score (RS) will be selected for further discussion for finalizing contract / placing PO or LOI subject to satisfying all the terms and conditions defined in this RfP document.
- As splitting of order is not possible, purchase preference as per GoI guidelines would not be given in the current tender.

## 9. Terms and Conditions

### 9.1. General

The Bidders are 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.

Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.

### 9.2. Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. "The Bank" means Small Industries Development Bank Of India (SIDBI);
2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal Offices and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. "TCC" means the Terms and Conditions of Contract contained in this section;
5. "The Bidder" or "the Vendor" means the individual or firm supplying or intending to supply the Services under this Contract; and
6. "The Project Site" means Small industries Development Bank of India, Mumbai Office.

### 9.3. Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.



3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

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#### **9.4. Amendment to the bidding document**

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1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Banks website www.sidbi.in.
3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

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#### **9.5. Language of Bid**

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The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

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#### **9.6. Commercial Bid**

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1. The Bidder is required to quote in Indian Rupees ('INR/ '₹'). Bids in currencies other than INR may not be considered.
2. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Octroi etc., that need to be incurred. No additional cost whatsoever would be paid.
3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
4. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

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#### **9.7. Earnest Money Deposit (EMD)**

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1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹60,000/- (Rupees Sixty Thousand only)
2. EMD should be in the form of Demand Draft / Pay order / Bankers Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of Performance Security.

Format of EMD/ Bid Security is prescribed in [Annexure- VIII](#). Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

3. The Demand Draft should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
4. No interest will be paid on EMD.
5. Request for exemption from EMD will not be entertained.
6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
  - a) Receipt of the signed contract and performance security from the successful bidder.

**OR**

- b) The end of the bid validity period, including extended period (if any),
7. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.
8. The bid security may be forfeited if:
  - a) Bidder withdraws its bids during the period of bid validity.
  - b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.
  - d) Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

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#### **9.8. Period of Validity of Bids**

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1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in 'Critical information' sheet.
2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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#### **9.9. Deadline for submission of Bids**

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1. The bids must be received by the Bank at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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### **9.10. Late Bids**

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Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

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### **9.11. Modification And/ Or Withdrawal of Bids**

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1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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### **9.12. Opening of Technical Bids by the Bank**

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1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the technical bids in their absence.
4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of bid opening.
5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

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### **9.13. Clarification of bids**

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1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail/letter), and no change in the price of substance of the Bid shall be sought, offered or permitted.
2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.

3. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

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#### **9.14. Preliminary Examinations**

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1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

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#### **9.15. Bid Evaluation**

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1. All the responsive bids will be evaluated as per the procedure detailed in **Chapter- 8 - Bid evaluation methodology**.
2. All the documentary proofs are to be submitted along with the bid in this regard.
3. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
4. During evaluation, Bank at its discretion can ask the bidders for clarifications.
5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

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#### **9.16. Arithmetic errors correction**

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Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

1. If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

2. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

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### **9.17. No Commitment to Accept Lowest or Any Offer**

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1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

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### **9.18. Conditional Bids**

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Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained from the bank before submission of bids.

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### **9.19. Contacting the Bank**

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1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.
2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

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### **9.20. Award of Contract**

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1. The successful Bidder will be selected as per the process mentioned in Chapter 6: Bid evaluation methodology. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
2. Selected bidder would be issued 'Letter of intent (LoI)/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the selected Bidder must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.

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### **9.21. Execution of Agreement and NDA**

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1. The selected bidder should execute agreement with the Bank which will remain valid for at least 42 months. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause.
2. The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of purchase order.

3. The date of agreement shall be treated as date of engagement and the time-line for completion of the assignment shall be worked out with reference to this date.

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### **9.22. Ownership of Delivered Product / Services**

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The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services / products under the contract and be responsible for the services / products delivered.

All the deliverables as per the scope of this RfP will become the property of the Bank.

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### **9.23. Corrupt and fraudulent practice**

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As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders are requested to note the following:

1. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
2. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
3. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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### **9.24. Use of Contract Documents and Information**

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1. The bidder shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection with, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

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### **9.25. Subcontracts**

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The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Bank’s prior written consent. Sub contracting is not applicable to RCB.



## 9.26. Expenses

1. It may be noted that SIDBI will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.
2. However the Bidder may factor such expenses within the total project cost towards travelling, boarding and lodging outside Mumbai, if any, to meet the requirement described in the scope of work.

## 9.27. Terms of Payment

1. Payment would be settled on the completion (sign-off) of each milestone for respective module as per the schedule given below. However, first payment to the vendor will be payable only after submission of Performance Bank Guarantee for an amount equivalent to 10% of the order value.

S. N	Payment Phase (on completion and sign-off by Bank)	Payment % of Quoted cost	Deliverables
1	Phase – 1 & 2	30	Refer Section 4.3 for Milestones and Deliverables Phase-wise
2	Phase -3	30	
3	Phase -4	40	
4	Phase -5	Post certification, surveillance audit charges will be paid annually in respective years on successful completion of the surveillance audit and acceptance by SIDBI.	
<b>Total</b>		<b>100</b>	

2. Payment for Phase- 1 & 2, which would be paid after completion of phase 2, will be released on submission of:
  - a) PBG for 10% of the contract value (total amount of commercial bid) which is mandatory, valid for a period of forty two months (42 months) from date of project kickoff and
  - b) Deliverables of the phases and acceptance of same by SIDBI.
3. Payment for subsequent phases (3 to 4) will be released on submission of deliverables and acceptance of same by SIDBI and payment for subsequent phase is released.
4. Payment for Phase -5 will be released after completion of surveillance audit and acceptance of same by SIDBI.
5. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Vendor is required to submit Bank Mandate Form (as per Annexure - XI) along with cancelled cheque in original along with the technical bid.
6. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
7. TDS, if any, will be deducted while releasing the payment.



8. All Payments will be made to the Bidder in Indian Rupee only.
9. No advance payment will be made in any case.

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### 9.28. Applicable laws

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The Contract shall be interpreted in accordance with the laws prevalent in India.

1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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### 9.29. Taxes and Duties

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1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.
2. The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.
3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
4. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his

responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

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### **9.30. Performance Bank Guarantee (PBG)**

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1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the contract value with BG validity up to forty two (42) months from the date of signing of agreement/project kickoff.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. The Bank Guarantee shall be released at the end of period of assignment.
4. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

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### **9.31. Forfeiture of performance security**

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1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

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### **9.32. Termination of Contract**

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1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - a. Failure of the successful bidder to accept the contract

- b. Delay in services
  - c. Serious problems in quality of services
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
  3. Bank shall have the option to terminate any subsequent agreement / contract, in whole or in part by giving the Successful Bidder at least 30 days' prior notice in writing. However, the successful Bidder shall not have any right to terminate the Agreement entered into subsequent to this RfP for convenience.

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### **9.33. Payment in case of Termination of assignment**

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SIDBI would keep the delivered content and payment for services which could be used by SIDBI shall be released on pro-rata basis after deducting applicable penalty and TDS/other taxes.

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### **9.34. Penalty for Default in Services**

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1. If the selected bidder fails to complete the project within stipulated time, SIDBI will impose a penalty of 0.5% of the order value for each weeks delay or part thereof attributable to the bidder, subject to maximum of 10% of the order value. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.
2. Penalty would not be applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is responsibility of the selected bidder to prove that the delay is attributed to the Bank or Force Majeure.
3. Bank reserves the right to adjust the penalty and Liquidity damages if any against any amount payable to the bidder or PBG.

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### **9.35. No Employer-Employee Relationship**

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The selected bidder during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly a. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or b. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.

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### **9.36. Force Majeure**

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1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such

performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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### **9.37. Resolution of Disputes**

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1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
2. In case of Dispute or difference arising between the Bank and a Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

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### **9.38. IPR Infringement**

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As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to

indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

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### **9.39. Indemnity**

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1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - e. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
  - f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - g. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
  - a. Notifies the Bidder in writing; and
  - b. Cooperates with the Bidder in the defence and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
  - a. Software, hardware, interfacing not approved by Bidder; or

- b. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
  - c. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
  - d. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
4. Sub-contractor for this clause is third party certification authority.

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#### **9.40. Limitation of liabilities**

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In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total contract value.

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#### **9.41. Rights to Visit**

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1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.
4. The right to visit under these clauses shall be restricted to physical files related to this arraignment. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

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#### **9.42. Audit**

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1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.
2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials



as mentioned above are allowed access to all the related places, for inspection and verification.

3. Audit under this clause shall be restricted to physical files related to this arraignment. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

---

#### **9.43. Grievances Redressal Mechanism**

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Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

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#### **9.44. Miscellaneous**

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1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures/appendixes.
2. Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc) required, to execute the various tasks assigned as part of the project, from time to time.
3. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
4. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
5. Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
6. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.
7. Depending on requirement, SIDBI may decide to move its project site to any of its other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.
8. Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
9. Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanors.
10. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.



## 10. Annexures and Appendix

**10.1. Annexure –I: Bid Covering Letter**

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager (ITV)  
Small Industries Development Bank of India,  
3rd Floor, Information Technology Vertical  
MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

**Appointment of Consultant for ISO 27001 Certification of Data Center an DR Site**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **₹1,000/- (₹ One Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **₹60,000/- (₹ Sixty Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.
4. Pre Contract Integrity Pact as per **Annexure –XIV**.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure- XI (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date :

Signature of Authorised Signatory :

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

**10.2. Annexure –II: Minimum Eligibility Bid**

S.N	Particulars	Documents to be Furnished	Reference Page No. of relevant document in RfP Response
1	Name of the Bidder		
2	Date of establishment and constitution.	Certified copy of “Partnership Deed” or “Certificate of Incorporation / commencement of business” should be submitted. For entities other than partnership firm and limited company, other relevant documents to be submitted.	
3	Location of Registered Office /Corporate Office with addresses	Self declaration with address of registered office along with contact details on letter-head of the bidder duly signed by authorized signatory of the bidder.	
4	Names and Designations of the persons authorized to make commitments to the Bank.	Power of Attorney as per <b>Annexure -VI</b> .	
5	Telephone and fax numbers of contact persons		
6	E-mail address of contact person.		
7	Service tax registration No.		
8	Permanent Account Number (PAN)		
9	Corporate Identification Number (CIN), if any or relevant number.		
10	<b>Average Annual Turnover in Lakh</b> Year 2012-13 Year 2013-14 Year 2014-15	Copy of Auditor certificate and Balance sheet for the financial years 2012-13, 2013-14 and 2014-15.	
11	<b>Profit in Lakh</b> Year 2012-13 Year 2013-14 Year 2014-15	Copy of Auditor certificate and Balance sheet for the financial years 2012-13, 2013-14 and 2014-15.	
12	The Address of Bidder Office in Mumbai.	Self declaration with address of local office at Mumbai along with contact details on letter-head of the bidder duly signed by authorized signatory of the	

S.N	Particulars	Documents to be Furnished	Reference Page No. of relevant document in RfP Response
		bidder.	
13	Experience of assignments executed successfully as consultant for providing consultancy or carrying out Information Security Services such as Security assessment, defining security policies procedures & baselines, Risk Assessment, security consulting assignments to BFSI sector in India in last 5 years.	Copy of purchase order / agreement signed between the parties to be furnished.	
14	ISO 27001 consultancy assignments leading to certification / recertification of Bank in India <b>with at least 1 (one) Bank in India with minimum 100 branches.</b>	1. Copy of purchase order / agreement signed between the parties and 2. Copy of certification to be furnished.	
15	No of employees with ISO 27001 Lead Auditor and/or Lead Implementer certification.	1. Details as per <b>Appendix –i.</b> 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company's letter head should be submitted.	
16	No of employees with CISA / CISSP/ CEH Certified professionals as employees <b>with at least two from each category.</b>	1. Details as per <b>Appendix –i.</b> 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company's letter head should be submitted.	
17	The bidder should not be blacklisted / barred by Government of India or any regulatory body	Self declaration to this effect on company's letter head signed by company's authorized signatory.	

S.N	Particulars	Documents to be Furnished	Reference Page No. of relevant document in RfP Response
	in India during the last 3 years.		
18	The Bidder or its parent company or its subsidiary should not be existing System integrator maintaining IT infrastructure at Data Centre, Mumbai and Disaster Recovery site, Chennai of the Bank (SIDBI).	Self declaration to this effect on company's letter head signed by company's authorized signatory.	

Date :

Signature of Authorised Signatory :

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

**10.3. Annexure –III: Technical Bid**

S. N.	Criteria	Documents to be Submitted	Bidder to Furnish Details	Reference Page No. of relevant document in RfP response
1	The number of years of experience of providing ISO27001 consultancy in India in last 5 years.	Copy of work order.	Number : _____	
2	The number of ISO 27001 consultancy assignments carried out in <b>BFSI sector</b> in India.	Copy of work order.	Number : _____	
3	The number of ISO 27001 consultancy assignments carried out in India for <b>Non BFSI</b> clients.	Copy of work order.	Number : _____	
4	The number of ISO 27001 consultancy assignments carried out in India <u>leading to ISO 27001 certification / recertification of <b>BFSI</b> customers in India</u> i.e. <b>end to end including arranging for certification by third party. (excluding customers given in S.N.2 above)</b>	1. Copy of work order and 2. Copy of ISO certificate	Number : _____	
5	The number of ISO 27001 consultancy assignments carried out in India <u>leading to ISO 27001 certification /recertification of <b>Non BFSI</b> customers</u> i.e. <b>end to end including arranging for certification by third party. (excluding customers given in S.N.3 above)</b>	1. Copy of work order and 2. Copy of ISO certificate	Number : _____	
8	Name of Registered Certification Agency (RCA) proposed for this project.			
9	Experience of the RCA.	Details of organizations to whom certification was successfully carried out.		
10	Total number of manpower proposed to be deployed for the project. (Indicate the number of personnel proposed for the project)		Number : _____	
11	Breakup of Manpower ( <b>Number</b> ) proposed in S.N.10 above.		Lead / Engagement Manager : _____  Team Member : _____	
12	Name of the engagement Manager and overall	1. Details as per <b>Appendix-ii</b>		



S. N.	Criteria	Documents to be Submitted	Bidder to Furnish Details		Reference Page No. of relevant document in RfP response
	person responsible (team leader) for this assignment and his professional qualification and experience / expertise.	2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company's letter head should be submitted.			
13	Name of the other team member(s) identified for this assignment and their professional qualifications and experience / expertise.	1. Details as per <b>Appendix-ii</b> 2. Proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating the date of joining on the Bidding Company's letter head should be submitted.			
14	Estimated work plan and time schedules for providing services for this assignment, phase wise:		<b>Phase</b>	<b>Time (in Weeks)</b>	
1					
2					
3					
4					
5					





S. N.	Criteria	Documents to be Submitted	Bidder to Furnish Details	Reference Page No. of relevant document in RfP response
15	Details of the bidders proposed methodology / approach with reference to the scope of work.	Detailed write-up to be give.		
16	Details of deliverables, other than the deliverables with reference to the scope of work.			

**Date :**

Signature of Authorised Signatory :

**Place :**

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

**Note:**

1. Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.
2. Experience of last five years as on date of this tender will only be counted in the Technical Evaluation of the bids

**10.4. Annexure –IV: Declaration Regarding Clean Track Record**

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager (ITV)  
Small Industries Development Bank of India,  
3rd Floor, Information Technology Vertical  
MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai - 400 051

Dear Sir,

**Declaration Regarding Clean Track Record**

**Appointment of Consultant for ISO 27001 Certification of Data Center an DR Site**

I have carefully gone through the Terms & Conditions contained in the RFP No: 400/2016/1133/BYO/ITV dated December 23, 2015 regarding selection of IT consultant in SIDBI for IT Security Consultancy. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 03 years. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

---

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

---



**10.6. Annexure –VI: Power of Attorney**

*(To be executed on a non judicial stamp paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2015, We, \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to Request for proposal (RfP) No. 400/2016/1133/BYO/ITV dated December 23, 2015 for ‘**Appointment of Consultant for ISO 27001 Certification of Data Center an DR Site**’ and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested

**10.7. Annexure –VII: Letter of Conformity**

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager (ITV)  
Small Industries Development Bank of India,  
3rd Floor, Information Technology Vertical  
MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

**Appointment of Consultant for ISO 27001 Certification of Data Centre and DR Site**

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-XI** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

### 10.8. Annexure –VIII: EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS ..... (Name of Vendor) (hereinafter called the “the Vendor”) has undertaken, in pursuance of Request for Proposal (RFP) No. 400/2016/1133/BYO/ITV Dated December 23, 2015 for consultancy for ISO 27001 Certification of Datacentre and DR Site (Herein after called the “the RFP”) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ₹...../- (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../- (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;



4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the ..... day of ..... And a claim in writing is required to be presented to us within three months from ..... i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....



### 10.9. Annexure –IX: Non-Disclosure Agreement

*(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)*

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “Appointment of Consultant for ISO 27001 Certification of Datacentre and DR Site” as per scope defined in the Request for Proposal (RfP) No. 400/2016/1133 /BYO/ITV dated December 23, 2015 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal	Name of the Organisation ...

**10.10. Annexure – X: Bank Mandate Form**

*(To be submitted in Duplicate and to be print to be taken back to back)*

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Vendor/Bidder: \_\_\_\_\_  
 \_\_\_\_\_  
 Vendor Code (if applicable) \_\_\_\_\_
2. Address of the Vendor/bidder : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- City \_\_\_\_\_ Pin Code \_\_\_\_\_
- E-mail id: \_\_\_\_\_
- Phone No. with STD code: \_\_\_\_\_
- Mobile No.: \_\_\_\_\_
- Permanent Account Number \_\_\_\_\_
- MSE Registration / CA Certificate \_\_\_\_\_ (if applicable)

**3. Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

**4. Date from which the mandate should be effective :**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_  
 Date : \_\_\_\_\_



Signature of the party / Authorized Signatory

.....  
Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**<sup>1,2</sup>: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

**10.11. Annexure – XI: Statement of Deviations**

*(To be submitted on Bidder’s company letter head)*

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

<b>List of Deviations – Tender No.400/2016/1133/BYO/ITV</b>				
<b>S. N.</b>	<b>Clarification point as stated in the tender document</b>	<b>Page No. In RfP</b>	<b>Section No. in RfP</b>	<b>Comment/ Suggestion/ Deviation</b>
1.				
2.				
3				

*<additional rows may be added, if required>*

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

**10.12. Annexure – XII: Commercial Bid**

*(To be submitted on Bidder's company letter head)*

**1. Table -1 : Cost Towards Services (including taxes)**

				<b>Amount in Rupees</b>
<b>S.N.</b>	<b>Activity</b>	<b>Base Cost</b>	<b>Taxes</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C=A+B</b>
<b>A.</b>	<b>Consultancy and Certification</b>			
(i)	ISO 27001 Consultancy as per Scope of work in this RfP for DC and DR, inclusive of Certification cost and charges to Registered Certification Body (RCB).			
(ii)	<b>Total -&gt; A</b>			
<b>B.</b>	<b>Surveillance Audit</b>			
(i)	Post Certification surveillance audit and training as per scope of work in this RfP (including RCB charges, if any) for first year.			
(ii)	Post Certification surveillance audit and training as per scope of work in this RfP (including RCB charges, if any) for second year.			
(iii)	<b>Total -&gt; B</b>			
<b>C.</b>	<b>Total (A + B)</b>			

**Total Amount Quoted in Words Rs. ....**



**2. Table 2: Breakup of Taxes**

**Amount in Rupees**

S.N.	Tax Component	Consultancy and Certification			Surveillance Audit					
		ISO 27001 Consultancy as per Scope of work in this RfP for DC and DR, inclusive of Certification cost and charges to Registered Certification Body (RCB).			Post Certification surveillance audit and training as per scope of work in this RfP (including RCB charges, if any) for first year.			Post Certification surveillance audit and training as per scope of work in this RfP (including RCB charges, if any) for second year.		
		Base Cost	Percent	Tax Amt.	Base Cost	Percent	Tax Amt.	Base Cost	Percent	Tax Amt.
		A	B	C=(A*B)/100	D	E	F=(D*E)/100	G	H	I=(G*H)/100
(i)										
(ii)										
(iii)										
(iv)										
(v)		<b>Total</b>								

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

**Note:**

1. No conditions should be stipulated in the commercial bids. Conditional bids shall be rejected.
2. The total amount quoted (Table 1 – S.N.'C') will be the basis for determining the lowest bidder.

**10.13. Annexure – XIII: Performance Bank Guarantee**

*(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)*

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ' \_\_\_\_\_' having its office at ' \_\_\_\_\_', (hereinafter called "the Service Provider") for "Consultancy for **ISO 27001 Certification of Datacentre and DR Site**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**ISO 27001 Consultancy**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to



forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

6. The liability under this guarantee is restricted to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”



15. All claims under this guarantee will be made payable at (bank name & address)  
\_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ..... have set and subscribed our hand and seal this  
..... day of .....2014.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

- 1) Name.....  
Signature.....  
Designation.....
  
- 2) Name.....  
Signature.....  
Designation.....

## 10.14. Annexure-XIV: Pre Contract Integrity Pact

*(To be submitted on Letter Head of the Company)*

### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint consultant for carrying out ISO 27001 certification of datacenter and DR site of the Bank and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### 2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.60,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 6 **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.



However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8 Independent Monitors**

8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.





**10 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

**11 Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12 Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**10.15. Appendix-i: List of Certified Employees**

S.N.	Name of Employee	Date of Joining the Bidder Organization	Certification / Accreditations				Page Ref. No in response for Proof.
			LA / LI	Date of ISO 27001 LA / LI	CISA/CISSP / CEH	Date CISA/CISSP / CEH	

**Note:**

Documentary proof to be enclosed to substantiate the claims made.

Date

Place

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

**10.16. Appendix – ii: Proposed Team Profile**

S.N.	Name of Proposed Engagement Manager / Team Member	Role (Engagement Manager / Team Member)	Qualification	Certification Details	Experience in ISO 27001 Consultancy		IT Security Expertise in terms of years and areas of expertise		
					No of Assignments	Details of Client (Including Banks)	Overall	Relevant	Areas of experience (Separate sheets to be attached)

**Note:**

Documentary proof along with complete details of the work carried out for ISO 27001 for the clients and areas of IT Security experience including experience in Banking processes and knowledge of RBI guidelines should be submitted in detail as separate **annexures** in the response.

Date

Place

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

END OF RFP