NOTICE INVITING TENDER (e-tender)

FOR

Appointment of Consultant for Implementation of Cyber Security Policy at EPI including ISO 27001:2013 Certification

TENDER NOTICE NO: DLI/CON/ITD/604 dated 23.11.2017

Single stage two envelope system (e-tender) is invited for “Appointment of Consultant for Implementation of Cyber Security Policy at EPI including ISO 27001:2013 Certification.”

The detailed description, Scope of work, technical specifications, instructions to bidders etc. are as follows:

1. Details of the project:

1.1 About EPI

EPI is a Public Limited Government Company established in April, 1970 under the administrative control of the Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises. The Company has been a pioneer in the field of turnkey project management and project exports and process expertise in the areas like Civil & Structural work, Material Handling Systems, Metallurgical Sector, Process Plants, Environment & Pollution Control, Oil & Petrochemicals, Defence-related projects, Transmission Lines/Substations, etc. The services rendered by the Company include the specialized activities such as Feasibility Studies, Detailed Project Reports, Design & Engineering, Supply of Plant & Equipment, Quality Assurance, Civil & Structural Works, Erection, Trial-runs & Commissioning and Overall Project Management.

1.2 Objective of this TENDER

EPI is an IT savvy company with all employees having the access to E-Mail, various online applications and the PC penetration (PC access) in the employees is 100%.

IT system in any company helps keeping it at par with the dynamic industry imparting it greater operational efficiency and transparency thereby enabling faster and accurate decision-making. EPI has taken various IT initiatives since 2005 listed as under,

- Setting up of data center with managed services in 2013.
- Implementation of ERP with SAP ECC 6.0 version for its Human Resource Management & Payroll, Financial Accounting and DMS.
- Implementation of various in-house workflow applications related to HR, Finance and other services department.
- Video Conferencing Solutions for Corporate Office, Regional Offices and various Project Controlling Offices to reduce travel costs, effort and to support better communication and collaboration between different teams and people across organization, video-conferencing system has been implemented in EPI.
- Documents being the lifeline of the organization, it was necessary to build means to
electronically store and retain them in a structured manner for a specified period. For faster decision making within the organization, it is necessary to have faster retrieval of documents in a controlled environment. To achieve this objective, Document Management System (DMS) has been implemented in EPI for flexibility in accessing of e-data.

- Implementation of Attendance & Leave Management System for all employees to view statues of their attendance & leave record.

In view of these major strides in the field of IT, it has now been decided to go for ISO 27001:2013 Certification for the IT setup & Applications and the Key Functional Areas at Corporate Office, New Delhi and Data Centre located at Faridabad

1.3 Due Diligence

The Bid shall be deemed to have been submitted after careful study and examination of this TENDER document. The Bid should be precise, complete and in the prescribed format as per the requirement of this TENDER document. Failure to furnish all information or submission of a bid not responsive to this TENDER will be at the Bidders’ risk and may result in rejection of the bid.

The Bidder is requested to carefully examine the TENDER documents and the terms & conditions specified therein and General Purchase Conditions (GPC), General Contract Condition (GCC) of EPI, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the TENDER document, Bidder should seek necessary clarifications by e-mail as mentioned in Unit-2.

1.4 Ownership of this TENDER

The content of this TENDER is a copy right material of Engineering Projects (India) Ltd. (EPI). No part or material of this TENDER document should be published on paper or electronic media without prior written permission from EPI.

UNIT – 2

2. Data Sheet

Brief information related to services, clarification and submission of Tender document:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of Tender document</td>
<td>Rs.2,000 (Non-refundable) in the form of crossed demand draft from any nationalized/scheduled Bank in favor of ‘Engineering Projects (India) Ltd’, payable at New Delhi.</td>
</tr>
<tr>
<td>2.</td>
<td>Publishing of the Tender</td>
<td>23.11.2017 from 05:00 pm</td>
</tr>
<tr>
<td>3.</td>
<td>Last date for submission of queries to Tenders by post or fax or E-mail.</td>
<td>01.12.2017 upto 05:00 pm</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>Rs.30,000/- (Refundable) in the form of crossed demand Draft from any nationalized/scheduled Bank in favour of ‘Engineering Projects (India) Ltd’, payable at New Delhi.</td>
</tr>
</tbody>
</table>
6. Address for submission of Tender document
   Executive Director (Contracts)
   Engineering Projects (India) Ltd,
   3rdfloor, Core 3, Scope Complex,
   7, Lodhi Road, New Delhi – 110003,
   Ph: 011- 24361666, extn 2313
   Fax: 011 - 24363426
   E-mail: contracts@engineeringprojects.com

7. Document available for download. Date & Time
   23.11.2017 from 05:00 pm

8. Last date and time of procurement of tenders
   13.12.2017 upto 05:00 pm

9. Last date and time for submission of Tenders
   14.12.2017 upto 12:00 pm

10. Techno-Commercial Bid Opening, Date & Time
    14.12.2017 at 03:00 pm

11. Date & Time for demonstrate the suitability of the proposed product
    Will be informed to the bidders separately.

12. Price Bid Opening Date & Time
    Will be informed to the technically qualified bidders separately.

Please note carefully Instructions to the bidders, the requirements for submitting Tenders and the date and time for submittal. The Tenders must be submitted online not later than the specified date and time. Tenders received after the due date and time or those which are incomplete are liable to be rejected. Further, corrigendum/ addendum, if any, issued to the tender document, shall also be published on the website. It is the bidder’s responsibility to submit the completed tender document taking into account all addenda/corrigenda issued. EPI reserves the right to accept or reject any or all Tenders received or annul this Tender process at its absolute discretion without assigning any reason whatsoever.

UNIT – 3

3 A) Prequalification Criteria

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation. The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder should be an Indian Company registered under the Companies Act 1956 for the last 5 years and having its sales office in Delhi/NCR.</td>
<td>Copy of proof to be enclosed.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The bidder should have average annual turnover of Rs. 5 crore per year in the last 3 financial years i.e. 2016-17, 2015-16 and 2014-15. In support of this firm shall submit copies of Audited Financial statements consisting of Balance Sheet, statement of profit and loss, CA certificate for turnover.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of proof to be enclosed.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should be a profit (profit after tax) making company in the last 3 financial years i.e. 2016-17, 2015-16 and 2014-15. In support of this firm shall submit Audited Balance Sheet, statement of profit and loss.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach Audited balance sheet and CA Certificate and statement of profit and loss for 3 years ending 31.03.2017).</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The bidder should be empanelled as an IT Security Auditing Organization with Indian Computer Emergency Response Team (CERT-in) as on date of bid submission for the last 5 years. In support of this firm shall submit documentary proof such as letter issued by CERT-in or copy of published list on CERT-in website.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of proof to be enclosed.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>During last 5 years reckoned from the due date of bid submission, bidder should have executed minimum five (5) ISO 27001:2013 related works leading to ISO 27001:2013 certification in a Public Sector Undertaking/Government Organization out of which:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• One of the works should be for a PSU with a turnover of minimum Rs. 1000 crore or disbursement of minimum Rs. 2500 crore in case of Non-Banking Financial Company (NBFC) in each of the last 5 financial years i.e. 2016-17, 2015-16, 2014-15, 2013-14 and 2012-13.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The bidder should have three work order in last three years of similar nature of work (as specified in scope of work at Unit-4) in which one order should be value more than 40 Lacs, one order should be value more than 20 Lacs but less than 40 Lacs and one order should have less than 20 Lacs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• One of the works should be towards ISO 27001:2013 Certification. Bidder shall submit separate orders for compliance against above conditions.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of proof to be enclosed.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Bidder should have minimum 6 experts and certified resources with at least one from each of the following (Copies of certificates must be furnished):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CISA/CISSP/CISM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• BS 7799 LA/ISO 27001 LA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CEH</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach Undertaking).</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The bidder should not have been blacklisted by any Government department/PSU/CPSE. Self-declaration to that effect should be submitted along with the technical bid.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach Undertaking).</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Team Leader must be ISO 27001:2013 Lead Auditor having experience of conducting at least one ISO 27001:2013 audit.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach copy of certificate)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>The bidder should have registration under GST&amp; should</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach copy of certificate)</td>
<td></td>
</tr>
</tbody>
</table>
have valid GSTIN number. The bidder must submit as compliances of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI. The bidder is requested to update/ upload the GST/ Taxes data periodically so as to avail Input Tax Credit (ITC) by EPI, failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

10. PAN No. is to be indicated (Attach Copy)

11. Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD. (Attach Copy)

Failure to provide the desired information and documents as mentioned above may lead to disqualification of the bidder.

3 B) Technical Criteria:

The bidder will have to submit following documents as a part of the technical evaluation.

b) Risk Assessment process approach and methodology
c) ISMS development activities details.
d) Pre-audit assessment process plan and execution.
e) Statement of Applicability: - approach and completion
f) Deliverables
g) Project timeline and completion plan
h) Consultancy Team details such as qualifications, experience etc.

UNIT – 4

Scope of Work

4.0 Scope of Work for Implementation of Cyber Security policy and ISO 27001:2013 Certification

In order to get ISO 27001:2013 certification for EPIL’s IT infrastructure at Corporate Office, New Delhi and Data Centre located at Faridabad, the following are the activities which need to be carried out by the Consultants: -

1. Study the existing IT and Security related policies and process documents of EPIL.

2. Visit all the Data Centers of EPIL to get a first-hand input on the current practices and do a Gap Analysis.
3. Prepare an Inception Report describing scope of assignment as understood by consultant, schedule management, change management, risk management, communication protocols, etc.

4. Undertake a business context based risk assessment after identifying various failure scenarios by holding security posture assessment workshops with stakeholders at various data centers.

5. Develop procedures and templates for risk assessment and mitigation.

6. Based on the above, develop a risk management framework which would could be used for developing the Information Security Management System to manage information security risks on an ongoing basis.

7. Clearly elaborate the data security and privacy protection requirements.

8. Test and develop the guidelines for securing various IT infrastructures including all applications hosted in EPIL data centers.

9. Include in the ISMS, the guidelines for data and information classification, use, retention and disposal.

10. Hardware assets, acquisition, management & disposal.

11. Detail the specific responsibilities of the various members of the Information Security Organization. Also, develop the relevant forms, templates and procedures for them to discharge their responsibilities.

12. Define the access rights of various users and procedure/ templates for their activation, deactivation and destruction. This should include rights for guest users.

13. Recommend the different security zones in the data centers and also the specifications of the relevant hardware/ software / firmware to establish them.

14. Include in the Policy, the guidelines for Software Development Life Cycle management as well as relevant forms/ templates.

15. Develop procedures and templates for event logging and monitoring.

16. Develop procedures and templates for security incident management.

17. Define the penalties for non-compliance as well as adverse actions which may need to be enforced.

18. Define and implement procedures and templates for auditing, reporting and enforcement.

19. Define the processes for protection of electronic records as well as their disposal.

20. Include in the ISMS the guidelines, responsibilities and acceptable use of E mails.

21. Include in the ISMS the guidelines, responsibilities and acceptable use of Internet facilities and social media.

22. Develop curriculum for information security education, calendar and conduct training sessions.
23. Include in the ISMS the conditions and processes by which the information policies will be reviewed periodically.

24. Develop/review Business Continuity and Disaster Recovery Plans of EPIL.

25. Do at least two rounds of internal audits to prepare EPIL for ISO 27001 certification.


EPI will give full cooperation for timely access to resources, facilities, documents and coordination with various external agencies such as software vendors, network providers etc. so that the work can be performed in a smooth manner by the consultant. EPI expects that consultant will perform work in a mutually respectful and professional manner.

4.1 ISO 27001:2013 Surveillance Audit

This should cover the following activities:

- Carry out internal audit.
- Support & assist during surveillance audit.
- Advice and assist in closing of NC’s during surveillance audit.

4.2 Location of Work

The work shall be carried out at the following locations,

1. Engineering Projects (India) Ltd., Corporate office, Core-3, Scope Complex, Lodhi Road, New Delhi-110003.

2. Data Centre-Faridabad

4.3 ISO 27001 Standards Awareness

This phase should include the following activities:

4.3.1 ISO 27001 standard Awareness & Training Programs

4.3.1.1 The engaged Service Provider shall conduct the awareness and On-Floor sessions for all employees of EPI.

4.3.1.2 The Engaged service provider shall provide Mailers & Posters for raising awareness.

4.3.1.3 Service Provider may also propose the automated solutions for periodic awareness for staff.

4.4 Documentation

All documentation required for tasks detailed in Unit 3 and otherwise related to ISO 27001:2013 certification need to be completed & submitted to EPI by the Service Provider.

4.5 Single Point of Contact

The short listed L1 Bidder shall appoint a single point of contact with whom EPI will deal for any activity pertaining to the requirements of this TENDER.
A. The Bidding Document

5.1 RFP

a) RFP shall mean Request for Proposal.
b) Bid, Tender and RFP are interchangeably used to mean the same.
c) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder’s risk and may result in the rejection of its Bid without any further reference to the Bidder.
d) EPI reserves the right to take any decision with regard to TENDER process for addressing any situation which is not explicitly covered in the TENDER document.
e) The Bidder must disclose any actual or potential conflict of interest with EPI.

5.2 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify EPI in writing through email any time prior to the deadline for receiving such queries as mentioned in Unit 1.

The Bidders shall submit the queries only in the format given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Document Reference</th>
<th>Page No</th>
<th>Clause No</th>
<th>Description in TENDER</th>
<th>Clarification Sought</th>
<th>Additional Remark (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Replies to all the clarifications shall be through email to individual bidder. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by EPI by issuing an Addendum, which will be hosted on TCIL Portal, EPI’s website and CPPP.

5.3 Zero Deviation

This is a ZERO Deviation Bidding Document. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection. Corrigenda/Addenda, if any, shall also be available on TCIL Portal, EPI website & CPPP. Further, bidder shall give an undertaking on their letter head that the terms and conditions of this TENDER are acceptable.

5.4 Amendment of Bidding Documents

a) At any time prior to the deadline for submission of bids, EPI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
b) Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted on TCIL Portal, EPI’s website and CPPP. Addenda
will be binding on Bidders. It will be assume that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its Bid.

c) In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, EPI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in TCIL Portal & EPI’s website.

d) From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the TENDER.

B: Preparation of Bid

5.5 Price Bid

Prices must be quoted in Indian Rupees only and should include all costs including Goods & Service Tax (GST).
The GST should be shown separately in the Price Schedule.

5.6 Earnest Money Deposit (EMD) / Bid Security

The Bidder shall submit Earnest Money Deposit of Rs.30,000 (Rupees Thirty Thousand only) in the form of a Demand Draft from a nationalized bank/scheduled bank in India in favor of “Engineering Projects (India) Ltd.” payable at New Delhi. No interest will be paid on the EMD.

5.7 Return of EMD

a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
b) The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this TENDER.

5.8 Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

a) The Bidder withdraws his Bid before opening of the bids.
b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
d) The Bidder violates any of the provisions of the TENDER up to submission of Performance Bank Guarantee.
e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
f) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of EPI. However, EPI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, EPI at its discretion may cancel the Order placed on the selected bidder without giving any notice.

5.9 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of price Bid opening or as may be extended from time to time. EPI holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.10 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney or a Board Resolution duly certified by the company’s competent authority, extract of which duly certified as true copy should accompany the Bid.

C: Submission of Bid

5.11 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.12 Bid Language

The Bid shall be in English Language.

5.13 Rejection of Bid

The Bid is liable to be rejected if:

a) The document doesn’t bear signature/ stamped of authorized person.
b) It is received through Postal Services/ Courier/ By-hand.
c) Fail to produce Pass-phrase of Technical/ Commercial Bid.
d) Fail to submit EMD & Tender Fee in physical form.
e) It is received after expiry of the due date and time stipulated for Bid submission.
f) Incomplete/incorrect Bids, including non –submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by EPI.

No Bid shall be rejected at bid opening, except for late bids.
5.14 Deadline for Submission

The last date of submission of bids is given in Unit2, unless amended by EPI through its website.

5.15 Extension of Deadline for submission of Bid

EPI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through TCIL Portal, EPI website and CPPP, in which case all rights and obligations of EPI and Bidders will thereafter be subject to the deadline as extended.

5.16 Late Bid

Bids received after the scheduled time will not be accepted by EPI under any circumstances. EPI will not be responsible for any delay due to postal service or any other means.

5.17 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

5.18 Right to Reject, Accept/Cancel the bid

EPI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

EPI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. EPI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

5.19 TENDER Abandonment

EPI may at its discretion abandon this TENDER process any time before Notification of Award or Purchase Order.

5.20 Contacting EPI

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact EPI for seeking any clarification in any matter related to the bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact EPI with a view to canvas for a bid or put any pressure on any official of the EPI may entail disqualification of the concerned Bidder or his Bid.

5.21 Other instructions with respect to e-tendering

i. Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronic tender.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:
ii. They may obtain further information regarding this tender from ED(Contracts) at the address given below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

Executive Director (Contracts)
Engineering Projects (India) Limited
Core -3, Scope Complex, 7 Lodhi Road,
New Delhi – 110 003
Phone: +91 11 24361666 extn 2301
Fax: +91 11 24363426
Email: contracts@engineeringprojects.com

iii. For proper uploading of the bids on the portal namely https://www.tcil-india-electronic-tender.com (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

iv. Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 17:00 Hrs. on 23.11.2017; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs.2000/- (Rupees Two Thousand only) as non-refundable tender fees in the form of demand draft in favour of Engineering Projects (India) Ltd.’ payable at New Delhi.

v. E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining pre-qualification criteria under “Single Stage Two Envelope Bidding Procedure” on the TCIL portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given in clause no. 5.21 (ii) above on schedule date and time of bid opening or may be viewed by the bidders by logging into the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

vi. The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 30,000 (Rupees Thirty Thousand only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favoring “Engineering Projects (India) Ltd.”, payable at New Delhi. The EMD shall be valid for minimum period of 90 days (ninety days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. Bids shall remain valid for a period of 180 days after the date of price Bid opening or as may be extended from time to time.
vii. Tender fee, EMD (In original), NSIC/MSME certificate as per pre-qualification criteria if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given above (clause no. 5.21 (ii)) on or before Last date and time of online bid submission. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

Unit 6 – Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – Opening of Technical Bid
Stage 2 – Opening of Price Bid of the technically qualified bidders

6.1.1 Stage 1 - Opening of Technical Bid

e-bids will be opened in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Unit 1 or as amended by EPI from time to time.

The representatives of the Bidders have to produce an authorization letter / identity card from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of EPI.

The Bidders' representatives who are present shall sign the attendance sheet evidencing their presence. In the event of the specified date of Bid opening being declared a holiday for EPI, the bids shall be opened at the appointed time and place on next working day.

Only those Bids which meet eligibility and technical criteria will qualify for commercial evaluation.

6.1.2 Stage 2 - Opening of Price Bid

(i) Those Bidders who meet the eligibility criteria and technical criteria will be intimated by email, the date, time and address for opening of the Commercial Bids.

(ii) The representatives of the Bidder have to produce an authorization letter/Identity Card from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders’ representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of EPI.

(iii) The Bidders’ representatives who are present shall sign the attendance sheet evidencing their presence. In the event of the specified date of Bid opening being declared a holiday for EPI, the Bids shall be opened at the appointed time and
place on next working day.

(iv) The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted and confirmation of credentials and BGs are received from the concerned departments/banks shall be opened with prior intimation to them.

**Unit7 – Bid Evaluation**

7.1 Preliminary Examination of Bids

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address EPI’s requirements and objectives. EPI will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.

To assist in the examination, evaluation and comparison of bids EPI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

Written replies submitted in response to the clarifications sought by EPI, if any, will be reviewed.

EPI may interact with the Customer references submitted by Bidder, if required.

If a Bid is not substantially responsive, it will be rejected by EPI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. EPI’s determination of bid responsiveness will be based on the content of the bid itself.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

7.2.1 Compliance to Scope of Work (requirements) as specified in the TENDER.

7.2.2 EPI may interact with the Customer references submitted by bidder, if required.

7.2.3 Documentary evidence for the scope of work already executed by the bidder.

7.2.4 The bidder should have experienced and skilled professionals having certifications (e.g. ISO 27001:2013 (Lead Auditor), CISA, CISSP, CISM and CEH) to carry out ISO 27001:2013 certification at EPI. Comparison of certifications. Skilled resources will be done based on the no. of resources with desired.

7.3 Evaluation of Commercial Bids

- Commercial bids of only the Bidders who have cleared the technical evaluation will be opened and evaluated.
• Arithmetic errors in the Bids submitted shall be treated as follows:
  a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of EPI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
  c) Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

7.4 Successful Evaluated Bidder

After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

Unit 8 – Terms and Conditions

8.1 Definitions

“Contract” means the Contract Agreement entered into between EPI and the Successful Bidder.
“Contract Price” means the price or prices arrived at which will form the Contract Agreement.

“Bidders” means bidder selected through this TENDER process.
“Project” means the entire scope of work as defined in the TENDER.

8.2 Notification of Award or Purchase Order

After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, EPI will send Notification of Award or Purchase Order to the selected Bidder.
Upon the successful Bidder accepting the Purchase Order and signing the contract and will discharge all remaining EMDs, if any.

8.3 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 5% of the PO value valid for the contract period of the PO. Successful Bidder will submit Performance Bank Guarantee, within 14 days of receipt of the Notification of Award or Purchase Order. Upon the receipt of Performance Bank Guarantee, EPI will discharge EMD of the Successful Bidder.

8.4 Delivery Schedule:

Following milestones to be achieved towards certification:

<table>
<thead>
<tr>
<th>Stages</th>
<th>Particular</th>
<th>Duration</th>
<th>Completion Schedule</th>
</tr>
</thead>
</table>
Stage 1 | Assessment of Current State w.r.t ISO 27001:2013 based ISMS framework and submission of ISMS implementation plan. | 5 weeks | 5 weeks from the date of PO

Stage 2 | Design of ISO 27001:2013 based ISMS framework as per CERT-In guidelines. | 6 weeks after the completion of stage 1. | 11 weeks from the date of PO

Stage 3 | ISO 27001:2013 based ISMS Roll out and implementation. | 7 weeks after completion of stage 2. | 18 weeks from the date of PO

Stage 4 | Pre Assessment for ISO 27001. | 6 weeks after completion of stage 3. | 24 weeks from the date of PO

8.5 Timeframe

The basic objective is to enable EPI to obtain certification within a period of six months (before 31.10.2018), from the date of purchase order. Accordingly, the consultant would carry out a comprehensive study of the existing systems & procedures; documentation etc. in the set-up identified for certification and should harmonize them with ISO standards, culminating in the Certification.

The total Project should be completed within six months of placing the order.

8.6 Schedule of Payment (Part-1)

<table>
<thead>
<tr>
<th>%</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>After successful completion of stage 1</td>
</tr>
<tr>
<td>20%</td>
<td>After successful completion of stage 2</td>
</tr>
<tr>
<td>20%</td>
<td>After successful completion of stage 3</td>
</tr>
<tr>
<td>40%</td>
<td>After successful completion of stage 4</td>
</tr>
</tbody>
</table>

The payment for Part-2 surveillance audit will be released on yearly basis after completion of the audit.

8.7 Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained.

8.8 Extension of Purchase Order & Repeat order

The term of this Contract shall be for a period from the date of ISO 27001 certification and acceptance of the same by EPI. EPI reserves the right to extend the contract subsequently. EPI has also right to place repeat order to the Bidder for any of the services mentioned in the Purchase Order.

8.9 Facilities Provided by EPI

EPI shall provide seats, with required facilities like internet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the
pending bills of Bidder. The bidder shall bring his/her own laptop/ desktop to complete the project.

8.10 No Damage of EPI Property

Bidder shall ensure that there is no loss or damage to the property of EPI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non- performance of duty by any personnel, the amount of loss/damage so fixed by EPI shall be recovered from the Bidder.

8.11 Fraudulent and Corrupt Practice

a) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project 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 EPI of the benefits of free and open competition.

b) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.

c) EPI will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

8.12 Force Majeure

Notwithstanding the provisions of the TENDER, the successful bidder or EPI shall not be liable for penalty or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving EPI or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the bidder shall promptly notify EPI in writing of such condition and cause thereof. Unless otherwise directed by EPI in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

8.13 Purchase Order cancellation

As per GPC / GCC.

8.14 Resolution of Disputes

EPI and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

8.15 All other terms and conditions are as per GPC & GCC of EPI. Bidders are requested to see GPC and GCC of EPI before submission of bids

8.16 Effect of Termination

As per GPC / GCC.
8.17 Notices
Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by email, registered mail, Speed post, courier or facsimile to such Party at the address given in the proposal document for issue of proposal document.

8.18 Arbitration Clause/ Dispute Resolution
Before restoring arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation (Amendment) Act 2015. When such conciliation has failed, the same shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Ltd. (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation (Amendment) Act 2015thereof.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

The language of the Arbitration shall be English.

The Venue of the Arbitration Proceedings shall be New Delhi.

8.19 Penalty for Late Deliveries:
The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.
Unit 9 – Price Bid Format

Price bid Details

Appointment of Consultant for Implementation of Cyber Security Policy at EPI including ISO 27001:2013 Certification

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Items</th>
<th>Qty.</th>
<th>Unit Price (₹)</th>
<th>Total Price (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Goods &amp; Service Tax (GST) (Please specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Price (All Inclusive)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. The implementation should be completed within 8 weeks after receiving of Purchase Order defect liability period.

2. Bidders must fill in the quantity column failing which the quantity as mentioned under “Description of Items” columns will be considered.

3. The evaluation will be carried out based on the total price quoted.

4. Bidders must quote their prices in Unit-9 (Price Bid Format), failing which their bid will not be considered for evaluation.

5. The bidder must be registered under GST law and is to provide GSTIN.

6. The bidder must comply with GST law in full and must submit periodic returns as prescribed under GST law.

7. The bidder must submit GST complaint invoices to EPI to enable EPI to make payments.

8. Noncompliance of the above and for any reason EPI is unable to avail the Input Tax Credit (ITC), then additional financial implication due to noncompliance shall be recovered/adjusted from the payments due to the bidder or any other dues available with EPI for which no prior notice needs to be given by EPI.

9. Bidders are requested to study and understand the newly introduced GST Act and they should quote the rates accordingly. No claim on whatsoever account due to introduction of GST w.e.f. 01-07-2017 shall be entertained by EPI in any stage.
Abbreviations and Acronyms:

The following abbreviations and acronyms defined in this TENDER are as under:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISO</td>
<td>International Standards Organization</td>
</tr>
<tr>
<td>ISMS</td>
<td>Information Security Management System</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>EPI</td>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal in Context</td>
</tr>
<tr>
<td>PBG</td>
<td>Proforma Bank Guarantee</td>
</tr>
<tr>
<td>CISA</td>
<td>Certified Information Systems Auditor</td>
</tr>
<tr>
<td>CISSP</td>
<td>Certified Information Systems Security Professional</td>
</tr>
<tr>
<td>CISM</td>
<td>Certified Information Systems Manager</td>
</tr>
<tr>
<td>CEH</td>
<td>Certified Ethical Hacker</td>
</tr>
<tr>
<td>SOA</td>
<td>Statement of Applicability</td>
</tr>
<tr>
<td>CPPP</td>
<td>Central Public Procurement Portal</td>
</tr>
<tr>
<td>NC</td>
<td>Non Conformity</td>
</tr>
<tr>
<td>NDA</td>
<td>Non-Disclosure Agreement</td>
</tr>
<tr>
<td>RAA</td>
<td>Risk Assessment Approach</td>
</tr>
</tbody>
</table>