

ERNET India
(An Autonomous Scientific Society under Ministry of Electronics & Information
Technology (MeitY), GoI)
5th floor, Block-I, A Wing
Delhi IT Park, Shastri Park, New Delhi-110053

(Tele: +91-11- 22170598, FAX: +91-11-22170602)

Tender Enquiry No.: EI-D/Tech/12-21/2018

Dated: 15/06/2019

Pre bid date: 24.06.2019, 03:00 PM

Due Date: 10.07.2019, 03:00 PM

Opening of Bids: 10.07.2019, 03:30 PM

Subject: Tender for providing consultancy services to ERNET India for obtaining ISO/IEC 27001:2013 certification.

ERNET India, an Autonomous Scientific Society under administrative control of Ministry of Electronics & Information Technology (MeitY), Govt. of India is a Class 'A' Internet Service Provider for the Education and Research community in India.

1. ERNET India being the National Research & Education Network (NREN) in India provides network and Internet service to educational research institutions. The services are provided through 05 Points of Presence (PoPs) located at the premier education & research institutions across the country. ERNET provides handholding and facilitates projects of educational and research community related to Campus Network, Wi-Fi, ICT, Video Conferencing, Datacenter creation & other ICT & IT related infrastructure for various ministries, departments, academic & research institutions/universities/colleges under central and state Governments.

2. Through this tender, ERNET India intends to engage a Consulting organization for Implementation of Information Security Management Systems (ISMS) at ERNET HQ in Delhi/NCR and Data Centre in Faridabad as per ISO 27001:2013 standard, including IT Security Audit, and ISO 27001:2013 Certification through an Accredited Certification Body as per Terms and Conditions detailed in this Tender Document.

3. The selected bidder shall be engaged with ERNET India for a period of 3 years. It includes 1st time ISO 27001:2013 Certification through an Accredited Certification Body (which would be decided by the bidder in consultation with ERNET India) within 6 months from the date of Work order, support during 2nd year for completion of Surveillance Audit-1 and submission of audit report by certification body and support during 3rd year for completion of Surveillance Audit-2 and submission of audit report by certification body as per the scope of work mentioned in the Tender Document.

4. ERNET India may waive any minor infirmity or non-conformity or irregularity in a bid or may seek any clarification on the bids, if so desired. The decision in this regard shall be taken by the concerned evaluation committees & their decision will be final.

5. Sealed bids are therefore invited from the reputed consulting organizations for obtaining ISO/IEC 27001:2013 certifications. Interested parties who wish to enter into the contract may collect Tender Document in person against a Demand Draft or Banker's Cheque of Rs.2,000/- drawn in favour of “ **ERNET India**”, New Delhi from Shri Ranjan Kumar, Joint Director, ERNET India, 5th Floor, Block – I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053 as per the schedule detailed below:

1	Issue/ Sale of Tender Document	15.06.2019 to 21.06.2019 (between 10:00 AM to 5:00 PM)
2	Receipt of Queries	Up to 24.06.2019 by 11:00 AM at ERNET India, 5th floor, Block-I, A Wing Delhi IT Park, Shastri Park, New Delhi-110053 (Queries received after above date & time will not be entertained under any circumstance)
3	Pre-bid meeting	24.06.2019 (3:00 PM onwards) at ERNET India, 5th floor, Block-I, A Wing, Delhi IT Park, Shastri Park, New Delhi-110053
4	Response to Queries	By 03.07.2019 (on CPP Portal/ERNET India Website only)
5	Receipt of Bids	Upto 10.07.2019 by 3:00 PM at ERNET India, 5th floor, Block-I, A Wing Delhi IT Park, Shastri Park, New Delhi-110053
6	Opening of Bids	10.07.2019 (3:30 PM) at above ERNET India office.

Note : The Tender Document can also be downloaded from CPP portal/ERNET Web site. In such case, an amount of Rs.2,000/- in the form of Demand Draft/Banker's cheque drawn in favour of **ERNET India** would be required to be furnished along with the **Part-I** of the bid.

6. Any inquiries regarding clarification/interpretation/contents in connection with this Tender should be sent only in writing to the Registrar, ERNET India at **5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053**. The prospective Bidders must take acknowledgement of all inquiries/queries submitted in the office of the undersigned.

7. ERNET India shall organize a Pre-Bid meeting on the queries submitted (by stipulated date & Time) by the Bidders on the scheduled date and time at ERNET India. ERNET India may incorporate any changes in the Tender based on acceptable suggestions received during the interactive Pre-Bid meeting or as deemed necessary to achieve the scope of work. The decision of ERNET India regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. Only two persons for each intending bidder's organization, who will buy the tender before the pre-bid meeting, will be allowed to attend the Pre Bid Meeting on production of copy of receipt of payment. The prospective Bidder(s), attending the pre-bid meeting will have to submit the

photocopy of the receipt of payment made against tender fee to ERNET India along with the technical bid.

8. Response/reply to Queries/clarifications shall be uploaded at CPP portal/ERNET India website/E-procurement Portal. No reply in this regard shall be sent to individual bidders. Bidders are advised to keep visiting CPP Portal/ERNET India Website to get the details in this regard, if any, before submission of their bids on the due date/time.

9. ERNET India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the Tender Document by an amendment. The same will be posted on CPP/ERNET India's website/E-procurement Portal.

10. **ELIGIBILITY CRITERIA**

The bidder should meet the following requirements in order to be eligible to compete for the award of the tendered work. ERNET India reserves the right to contact, verify information, references and date etc, submitted by the bidder without any further reference to the bidder.

SNo	Bidder Eligibility Requirements	Required Documents
1.	The bidder should have an experience of ISMS implementation and subsequently leading it to ISO 27001 Certification in 5 organizations (at-least three out of Five organizations should be from Central / State Govt. institution or PSU). Out of 5 orders, bidder should have executed at least one completed work of ISMS (ISO 27001:2013) costing not less than Rs.15 Lakhs.	Copy of Purchase Order (PO) / Work Order (WO) with values to be enclosed.
2.	The bidder should have minimum 3 certified resources of ISO 27001 Lead Auditor / Lead Implementer and at least 1 of them should be CISA / CISSP certified. These persons should have more than 5 years of experience in ISMS (ISO 27001) implementation.	Copy of CISA / CISSP / ISO 27001 Lead Auditor / Lead Implementer certificates along with experience details to be enclosed in the Technical bid. The bidder must also submit undertaking that these resources are associated with them for last one year.
3.	The bidder should be empaneled with CERT-IN for IT Security Auditing. For this bidder's name should exist in the current list of CERT-IN empaneled organizations.	Copy of valid CERT-IN empanelment certificate / letter.
4.	The bidder should be ISO 27001:2013 certified organization.	Copy of valid ISO 27001:2013 certificate to be enclosed.
5.	The Bidder should be an organization with registered office and operations in India for last 3 years.	Copy of the relevant certification confirming the nature of legal entity along with date of incorporation.
6.	The bidder should have annual average turnover of Rs. 1 Crore in last three financial years. The Bidder should be profit making organization in	Attested audited copies of the bidders' annual accounts for the last 3 financial years have to be attached along with a

	any one of the last three financial years. The bidder must also have positive net worth as of 31st March 2019.	certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, positive net worth & average annual turnover during each of these years.
7.	The bidder should not have been barred or black-listed by ERNET India or by any of the central/state govt. departments/organizations/PSUs for any reason on the date of bid submission.	A self-declaration certificate from the authorized signatory should be submitted.
8.	The bidder must comply with the Integrity Pact (IP) as mandated by CVC, Government of India as a preliminary qualification and sign the Integrity Pact (IP) as given at Annexure-IV of the tender.	Signed Integrity Pact (IP) as given at Annexure-IV of the tender.

Note:

1. The bidders must comply with all the above-mentioned criteria. Only the bids of those who fulfill all the above eligibility criteria will qualify for further consideration.
2. Photocopies of relevant documents / certificates duly certified by authorized signatory should be submitted as proof in support of the claims made. ERNET reserves the right to verify / evaluate the claims made by the vendor independently.
3. Upon verification, evaluation / assessment, if in case any information including all documents furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected, their EMD shall be forfeited and no correspondence on the same shall be entertained.

11. GENERAL CONDITIONS

- (i) Bids should be submitted in two separate **sealed** covers. First cover indicating “**COVER FOR TECHNICAL BID**” should consist of Bidder’s profile, all the documents as asked in support of Eligibility Criteria, all the documents as asked in the Annexures IA to IC under PART-I, technical solution, Signed copy of the Integrity Pact (IP) as given at Annexure-IV of the tender etc. Price column in this cover should be kept blank. Second cover indicating, “**COVER FOR FINANCIAL BID**” should consist of the price details as per the Price Schedule Format provided in the tender. **All the two covers should first be sealed separately**, and then should be kept **in a single sealed bigger cover**. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. All the covers should be clearly marked “**Bids for Tender for providing consultancy services to ERNET India for obtaining ISO/IEC 27001:2013 certifications at ERNET India**”.

Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Price Bid. If the prices are quoted in the technical bid, it shall be summarily rejected.

- (ii) Bids should be valid for a minimum period of 180 days from the due date mentioned below. In exceptional circumstances, the ERNET India may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing and

transmitted through speed post/registered post/courier/fax. The validity of EMD shall also be required to be suitably extended by the bidder.

- (iii) Envelope should bear the inscription:

“Bid for providing consultancy services to ERNET India for obtaining ISO/IEC 27001:2013 certification”

“Tender Enquiry No. : EI-D/Tech/12-21/2018

“Due Date & Time for Bid Submission: 10.07.2019, 03:00 PM”

“Date & Time for Opening of Bids: 10.07.2019, 03:30 PM”

- (iv) The Bids must reach the undersigned on or before the due date, i.e., **10.07.2019 by 3.00 P.M.** Bids received after the due date & time are liable to be rejected. In the event of due date being a holiday or declared Holiday for Central Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue.
- (v) It may specifically be mentioned whether the Bid is strictly as per tender specifications/conditions. If not, deviations must be spelt out specifically. **In the absence of this, the quotation may be rejected.** No deviations in terms & conditions of the tender document will be accepted in any case.
- (vi) ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever. ERNET India shall not pay any costs incurred in the preparation and submission of any Bid.
- (vii) **Incomplete quotations are liable to be rejected.**
- (viii) Bidder shall sign all pages of the bid document including all enclosures with the bid.
- (ix) Any attempt of negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be excluded from consideration. The decision of ERNET India in this regard will be final & conclusive and no queries/communication will be entertained in this regard.
- (x) The bidders must give clause-by-clause compliance for all the terms & conditions as mentioned in the Tender document. Conditional bid / offer shall not be accepted on any ground and shall be rejected straightway.

12. EARNEST MONEY DEPOSIT & PERFORMANCE SECURITY

- i. Each bid must be accompanied by Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one lakhs only) shall be in the form of Demand Draft/Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi. EMD should be valid minimum for a period of 225 days from due date or

any extended due date of the bid. Bids received without Earnest Money Deposit or not confirming to the above and /or with short period of validity are liable to be rejected.

- ii. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- iii. The successful bidder shall submit a Performance Security of 10% of the cost of the work order within 10 days of the placement of work order. The Performance Security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized/scheduled bank. The Bank Guarantee should be valid for entire duration of service liability. No interest will be payable by ERNET India on the Performance Security.
- iv. Bidders have to ensure submission of all BGs as per the latest RBI guidelines.

13. **PAYMENT TERMS:**

ERNET India shall release all payments as detailed below.

- I. **20%** of the PO amount shall be paid on submission of Gap Assessment report and submission of ISMS documentation approved by ERNET India.
- II. **20%** of the PO amount shall be paid on submission of internal audit reports.
- III. **30%** of the PO amount shall be paid on providing the ISO/IEC 27001:2013 Certificate from Certification Body.
- IV. **15%** of the PO amount shall be paid on completion of Surveillance Audit-1 in 2nd year and submission of audit report by certification body.
- V. **15%** of the PO amount shall be paid on completion of Surveillance Audit-2 in 3rd year and submission of audit report by certification body.

14. **DELIVERY PERIOD**

Following milestones to be achieved towards certification:

Stages	Particular	Duration	Completion Schedule
Stage-1	Submission of Gap Assessment report and submission of ISMS documentation approved by ERNET India	3 Months	3 Months from the date of work order
Stage-2	Submission of internal audit reports.	1 Month from completion of stage 1.	4 Months from the date of work order
Stage-3	Providing the ISO/IEC 27001:2013 Certificate from Certification Body.	2 Months from completion of	6 Months from the date of work order

		stage 2.	
Stage-4	Completion of Surveillance Audit-1 in 2 nd year and submission of audit report by certification body.	1 Month	To be completed at least 1 month prior to surveillance Audit-1 date by certification body.
Stage-5	completion of Surveillance Audit-2 in 3 rd year and submission of audit report by certification body	1 Month	To be completed at least 1 month prior to surveillance Audit-2 date by certification body.

Note: All efforts shall be made by ERNET India for releasing the payment as per the payment terms however the work should not be stopped by the vendor under any circumstances due to delay in release of payment.

15. **LIQUIDATED DAMAGES(LD)**

In the event of the Bidder's failure to deliver services by the date/dates specified in this tender document or any extended period, ERNET India may at its discretion withhold any payment, as liquidated damages and not by way of penalty at the rate of 1% of the value of PO per week or a part of a week subject to a maximum of 10%. The amount towards Liquidated Damage would be recovered from any due payment / amount of Bank Guarantee as required. The LD will not be imposed in case the delay is not on part of the bidder.

16. All prices shall be fixed and shall not be subject to escalation for any reason whatsoever. The rates must be quoted as per the Performa provided in Annexure-II. Bids not quoted in the specified format shall be out rightly rejected. Also, ERNET India reserves the right to correct any of the arithmetical and/or Tax errors in the bidder(s)'s price bids and thereby derived a revised total value based on arithmetical correction for evaluation of bids.

17. **GST Specific Clauses**

- (i) Representation and Warranties Clause: Vendor/Bidder represents that they are registered under Goods and Service Tax (GST) and compliant of GST provisions. Vendor is required to submit the GST Registration Certificate clearly stating the GSTIN and category of registration of vendor, in case of registration as composite dealer same may also be mentioned very clearly, along with all necessary documentary proofs substantiating the category of registration. In case of unregistered supplier, vendor needs to submit a certificate, certifying that they are not registered under GST regime and they will immediately intimate ERNET India, in case they obtain registration at a later date.
- (ii) Indemnity Clause: Vendor/Bidder undertakes that in case of non-compliance by the Vendor/Bidder of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, Vendor/Bidder shall be liable to indemnify the ERNET India for any such loss of input credit including interest, penalty and all incidental expenses incurred by ERNET India. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that ERNET India has to make to the Vendor/Bidder, as per the discretion of the ERNET India.

- (iii) Provision for raising Debit Notes: In case, in future any GST liability is required to be borne by ERNET India; which was the responsibility of the vendor/supplier, then the same shall be claimed from the Vendor by way of raising debit notes.
- (iv) Review / Audit Right: ERNET India reserves the right to review the Vendor/ bidder documents to ensure that they are GST compliant and in such a case vendor/bidder will provide all such documents as may be required by ERNET India.
- (v) Liquidated Damages: Under GST Regime, ERNET India has to discharge GST liability on Liquidated Damages recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this invoice will be issued by ERNET India in favor of vendor.
- (vi) Credit Note: If any deduction is required to be made from the invoice value by ERNET India due to short supply of equipment or non-rendering of services, Vendor will be required to issue a credit note of the amount of deduction in favor of ERNET India.

18. CANCELLATION OF TENDER

ERNET India reserves the right to cancel the tender or modify the requirement without assigning any reason. ERNET India will not be under any obligation to give clarifications for doing the aforementioned.

19. SPECIAL TERMS AND CONDITIONS

- (i) In the event of an successful bidder is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the ERNET India, should be passed on for compliance by the new company in the negotiation for their transfer.
- (ii) In case of successful bidder(s) is found in breach of any condition(s) of tender , EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder(s) concerned for at least three years, for further dealings with ERNET India.
- (iii) The selected bidder(s) should not assign or sublet the work order as a whole to any other agency in any form. Any such eventuality shall result in termination of work order and forfeiture of Security Deposit/EMD concerning such bidder(s).
- (iv) ERNET INDIA may, at any time, terminate the PO by giving written notice to the successful bidder(s) without any compensation, if the engage bidder(s) becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ERNET.
- (v) No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid.
- (vi) If L1 bidder refuses/fails to accept the Letter of Intent (LoI) , the offer would be treated as withdrawn and bidder's EMD will be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with ERNET India.

- (vii) If the successful bidder refuses/fails to accept the Letter of Intent (LoI) , the same would be awarded to the next successful bidder in order of lowest bid value.
- (viii) In view of guidelines issued from ministry of finance, it is mandatory that all the Bank Guarantees submitted under this tender must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Our bank details for this purpose are mentioned below: -

1.	Beneficiary Name & Address	ERNET India 5th Floor, Block I, A Wing DMRC IT Park, Shastri Park, Delhi-110053
2.	Bank Name	Bank of India
3	Bank Branch & Address	Electronics Niketan 6, CGO Complex New Delhi-110003
4	Beneficiary Account No	604810100002033
5	IFSC code	BKID0006048

20. Bid Evaluation

20.1 Preliminary Examination of Bids

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address ERNET India's requirements and objectives. Eligibility and compliance to all the forms and Annexures is a must for 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 ERNET India 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 ERNET India, if any, will be reviewed. ERNET India may interact with the Customer references submitted by Bidder, if required. If a Bid is not substantially responsive, it will be rejected by ERNET India and may not subsequently be made responsive by the Bidder by correction of the nonconformity. ERNET India's determination of bid responsiveness will be based on the content of the bid itself.

20.2. Evaluation of Technical Bid

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

- Compliance to Scope of Work (requirements) as specified in the Work Order.
- Presentations on the skills, services provided etc., from the short-listed Bidders. Such presentations will become part of the technical evaluation.
- ERNET India may interact with the Customer references submitted by bidder, if required.
- Documentary evidence for the scope of work already executed by the bidder.

e) 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 ERNET India. Comparison of Skilled resources will be done based on the no. of resources with desired certifications.

f) The bidder may be required to give a presentation on the following points as a part of the technical evaluation.

1. Process approach for ISO 27001:2013 design & Implementation.
2. Risk Assessment process approach and methodology
3. ISMS development activities details.
4. Pre-audit assessment process plan and execution.
5. Statement of Applicability: - approach and completion
6. Deliverables
7. Project timeline and completion plan
8. Consultancy Team details such as qualifications, experience etc.

20.3. 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:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

20.4 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.

21. SCOPE OF WORK

The scope of work for implementation of ISMS (ISO 27001:2013 Certification) at ERNET HQ and data Centre at Faridabad shall be as per following Phases / Stages:

PHASE-1: CONSULTING-TRAINING-READINESS PHASE

Stage 1: Gap Assessment vis-a-vis ISO 27001:2013 standard's requirements

1. Study of critical processes and information flow within/ outside ERNET India IT and assess the current state of information security with respect to ISO 27001:2013
2. Provide with a Gap Analysis report vis-à-vis ISO 27001:2013 Control Objectives.
3. Prepare and present the current state to ERNET India with corrective measures.

Stage 2: Vulnerability Assessment & Penetration Testing

1. Conduct vulnerability assessment for Operating Systems / Databases / Web servers and Networking Devices – Routers /Switches etc. and web-based applications used by ERNET India by vulnerability scanning using commercial and open source tool. Vulnerability Assessments should be done from ERNET India's internal network.
2. Web-based applications used by ERNET India shall be assessed from the Internet.

Note for PT (Penetration Testing) :

PT to be non-destructive. Ensure backup taken before carrying out PT. Also, able to restore back to the settings before PT if required. Carry out PT after office hours.

1. The components to be considered under VA/ PT are provided in Annexure-V.
2. Results of the Vulnerability Assessment should be documented and used for recommendations of fixes and review of perimeter security devices.

Stage 3: ISO 27001 Trainings

1. Awareness training on ISO 27001:2013 to be provided in batches.
2. Single batch for HOD's and Management, half-day duration
3. Single batch for all Staff of ERNET-India, half-day duration
4. Detailed training on ISO 27001:2013 standard to core implementation team of ISMS having cross-functional representation – Single batch of 1day duration
5. One-day internal auditor's training – single batch of participants from cross-functional teams, 1-day duration.

Stage 4: Risk Assessment and Risk Mitigation

1. Design risk assessment approach and methodology for ERNET India.
2. Identify and assess risks, classification of different types of security risks
3. Prepare a risk acceptance criteria for ERNET India
4. Prioritize risks and prepare a RTP (Risk treatment Plan)
5. Prepare Statement of Applicability (SOA) and obtain Management Sign-off

Stage-5: Design and development of the control framework

1. Define the scope of ISMS with due inputs from ERNET India IT teams.
2. Prepare ISMS Manual and Control Procedures.
3. Develop and document set of Information Security Policies, Procedures, Work Instructions and Formats to generate records for evidencing ISMS established.
4. Develop and document the management of incidents as per the requirements of ISO 27001.
5. Development of plans for business continuity and disaster recovery as per the requirements of ISO 27001.

6. Identify and prepare a list of applicable legal and other compliances that ERNET India need to comply.
7. Provide a final set of ISMS documentation for approval and sign-off.

Stage-6: ISMS Rollout and Implementation

Selected bidder to provide necessary support in implementing the information security policies and the risk treatment plans.

Stage-7: Readiness towards Certification

1. Conduct internal audit to assess the readiness of the IT department for the ISO 27001:2013 certification. Provide internal audit report.
2. Provide facilitation to auditees in closure of nonconformities.
3. Conduct a mock Management Review Meeting (MRM) as per ISO 27001:2013 requirements; facilitate in preparing the minutes of MRM.

PHASE-II: CERTIFICATION AND SUPPORT PHASE

Stage-8: Support for 1st time certification to ISO 27001:2013

1. Engaging external Certification Body for conducting ISO 27001 Certification.
2. Provide necessary support so as to ensure that ERNET India achieves ISO 27001:2013 Certification.
3. Liaison with certification body to obtain the ISO 27001 Audit Report and the Certificate (in hard copy) without undue delay.

Stage-9: Support for Completion of Surveillance Audit-1 in 2nd year and submission of audit report by certification body.

1. Conduct IT Security Audit and provide audit report with recommendations.
2. Consultant to conduct penetration testing of the existing computers and network infrastructure components from ERNET's internal network for system problems and configuration errors that represent security vulnerabilities. Vulnerability scanning to be done using commercial and open source tool. The components to be considered are provided in Annexure-V.
3. Penetration testing from the Internet to be done for web-based applications. The list of applications to be considered are provided in Annexure-V.
4. Results of the Vulnerability Assessment should be documented and used for recommendations of fixes and review of perimeter security devices.
5. Provide guidance to trained internal auditors from ERNET to conduct ISMS internal audit, including review of ISMS risks, and assist in preparation of audit report.

6. Facilitate auditees to take necessary corrective actions on the detected nonconformities.
7. Facilitate in conducting a mock Management Review Meeting (MRM) as per ISO 27001:2013 requirements; facilitate in preparing the minutes of MRM.
8. Provide requisite support during surveillance audit-1 and arrange Surveillance Audit-1 Audit Report from Certification Body.

Stage-10: Support for Completion of Surveillance Audit-2 in 3rd year and submission of audit report by certification body.

1. Conduct IT Security Audit and provide audit report with recommendations.
2. Consultant to conduct penetration testing of the existing computers and network infrastructure components from ERNET's internal network for system problems and configuration errors that represent security vulnerabilities. Vulnerability scanning to be done using commercial and open source tool. The components to be considered are provided in Annexure-V.
3. Penetration testing from the Internet to be done for web-based applications. The list of applications to be considered are provided in Annexure-V.
4. Results of the Vulnerability Assessment should be documented and used for recommendations of fixes and review of perimeter security devices.
5. Provide guidance to trained internal auditors from ERNET to conduct ISMS internal audit, including review of ISMS risks, and assist in preparation of audit report.
6. Facilitate auditees to take necessary corrective actions on the detected nonconformities.
7. Facilitate in conducting a mock Management Review Meeting (MRM) as per ISO 27001:2013 requirements; facilitate in preparing the minutes of MRM.
8. Provide requisite support during surveillance audit-2 and arrange Surveillance Audit-2 Audit Report from certification body.

22. **INDEMNITY**

The selected /Organization/ ERNET against the effect of nonobservance of any such laws. bidder shall indemnify the Organization/ ERNET departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ERNET India/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the work order. ERNET India/End-user department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfillment of the work orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labor and other laws applicable in the matter and shall indemnify and keep indemnified the University.

23. **FORCE MAJEURE**

If at any time, during the continuance of the engagement, the performance in whole or in part by either party of any obligation under the engagement is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, act of terrorism, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the engagement, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the engagement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the ERNET India as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the engagement is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the engagement.

24. TERMINATION FOR DEFAULT

- (i) Default is said to have occurred
 - a. If the bidder fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by the competent authority.
 - b. If the bidder fails to perform any other obligation(s) under the contract.
- (ii) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from ERNET India (or takes longer period in spite of what has been authorized in writing), the engagement / work order would stand terminated in whole or in part. In addition to above, the following actions can be taken:
The procurement can be done, upon such services and in such manner, as is deemed appropriate, goods similar to the undelivered services and the defaulting bidder shall be liable for compensation for any extra expenditure involved towards services to complete the scope of work in totality.
- (iii) The work order / engagement can be terminated by giving one month written notice to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

25. ARBITRATION

- i. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.

- ii. If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Bidder) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are indifference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or reenactment thereof and rules framed there under from time to time shall apply to such arbitration.
- iii. Venue of arbitration shall be New Delhi.
- iv. The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- v. Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.
- vi. Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- vii. The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Bidder shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

26. **APPLICABLE LAW**

- (i) The bidder shall be governed by the laws and procedures established by Govt.of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- (ii) All disputes in this connection shall be settled in Delhi jurisdiction only.
- (iii) ERNET India reserves the right to cancel this tender or modify the requirement without assigning any reasons. ERNET India will not be under obligation to give clarifications for doing the aforementioned.
- (iv) ERNET India also reserves the right to modify/relax any of the terms & conditions of the tender.

- (v) ERNET India, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
 - (vi) ERNET India also reserves the right to engage on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the services as well as other documents required to access the capability of the bidder.
27. This Tender document is not transferrable. Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. Bidders shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by ERNET India. ERNET India shall in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Yours faithfully,

Registrar & CPO
ERNET India

TECHNICAL PROPOSAL CONTENT

Technical Proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant.

Technical Proposal must include:

1. Brief description about the Consultant/Consultancy firm.
2. Consultants' experience: In addition to overall experience of the consultant, details of specific consultancy projects/studies undertaken may be provided including Assignment /project name, description of services provided, appx. Value of assignment, country & location, duration of assignment, name of client, starting & completion dates, names of associates (other than employees), if any. Consultancy experience of helping government departments /PSUs / limited company obtain ISO 27001:2013 may be specifically mentioned.
3. Approach
4. Methodology
5. Work Plan and Schedule
6. Team size
7. Detailed Resume of consultant (duly signed by bidder)
8. PAN Card of consultant/consulting firm
9. Tax registration of consultant/consulting organization
10. All supporting documents towards establishing requisite experience and eligibility.
11. All compliance statements/ Undertakings as required in the tender.

Compliance Sheet

S. No.	Activity	Compliance(Indicate Yes/No)
1	Review and up-gradation of all current ISO related documents including manuals, procedures, work instructions, checklists and formats in line with ERNET India by Laws & other Norms	
2	Assist in complete Certification-process for ISO 27001:2013. Any issues till the certification is received should be rectified by the consultant for seamless certification process	
3	Training of all core personnel involved with Quality management system, training of internal auditors, emphasizing auditing concepts, audit question development, audit report development, audit report preparation and other required topics for training the staff.	
4	Responsibility of bidder to select certification body such as STQC, BSI etc. in consultation with ERNET India.	
5	Establishing systems/methods to acquire, use and process the data on a continual basis	
6	Establish suitable methods to evaluate Processed data for continual improvement of Information Security and Quality Management Systems.	

Compliance Sheet for documents submission:

S. No.	Document/Details	Compliance (Indicate Yes/No)
1	Brief description about the Consultant	
2	Consultants' experience details	
3	Approach	
4	Methodology	
5	Work Plan and Schedule	
6	Team size	
7	Detailed Resume of consultant (duly signed by bidder)	
8	PAN Card of consultant/consulting firm	
9	Tax registration of consultant/consulting firm	

Annexure 1C

Details of ISO Certification Projects/Works completed

S. No	Organiz ation	Whether Central Govt./StateGo vernment/ PublicSectorU ndertaking/Lim itedCompany	Number of Projects	Date of award of contract	Value of contract	Date of completion of projects	Documenta ry proof in support of Column(7)	Details of concer ned
1	2	3	4	5	6	7	8	9

(PART-II)**Annexure-II****Financial Bid**

To,

The Registrar & CPO
 ERNET India
 5th floor, Block-I, A Wing
 Delhi IT Park, Shastri Park, New Delhi-110053

Tender No. _____

Date of Opening

We _____ hereby certify that we are established consultancy firm for providing consultancy services for obtaining ISO/IEC 27001:2013 certification, the services provided by us are open to inspection by the representative of ERNET India. We hereby confirm that the Prices are quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch. We hereby offer to provide the services at the prices mentioned below:

S.No.	Description of Services	Unit cost (Rs.) A	Rate of GST B	Amount of GST (Rs.) C	Total Amount (Rs) (A+C)
Part A	Professional Consultancy Service charges for implementation of ISO 27001:2013 including Certification fees for the same from the accredited certification body as per SOW.				
	Sub Total				
Part B	ISO 27001:2013 Surveillance Audit Services				
	(a) Completion of Surveillance Audit-1 in 2nd year and submission of audit report by certification body.				
	(b) Completion of Surveillance Audit-2 in 3rd year and submission of audit report by certification body.				
	Sub Total (a+b)				
Total (Part A Sub Total + Part B Sub Total)					

We (bidder) hereby undertake and confirm that:

1. Prices are inclusive of all charges and taxes. Payment will be subject to deduction of TDS.
2. In case of any arithmetical error (omission or commission) of any item/value, the evaluation committee may correct such a value based on its unit price mentioned in the price bid.
3. Any situation arising out of correction in the arithmetical error which if changes the L1 bidder, in such a case the committee may have the right to declare the new L1 bidder. Also all the terms & conditions as specified in the tender for L1 bidder will apply to the new L1 bidder.
4. The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.
5. There are No deviations in the specifications as asked in the tender.
6. All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
7. If a bidder quotes 'NIL' charges / consideration, the bid shall be treated as non-responsive and will not be considered for evaluation.
8. Bid security for an amount equal to Rs. 1,00,000./- is enclosed in the form of Bank Draft/Pay Order/EMD Fixed deposit / Bank Guarantee.

(Signature and seal of Bidder)

Date:

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____
Date of issue _____
Amount (Rs.) _____
Valid upto _____
Claim Amount upto _____

To,

The Registrar & CPO
ERNET India
5th floor, Block-I, A Wing
Delhi IT Park, Shastri Park, New Delhi-110053

Dear Sirs,

In consideration of the ERNET India (hereinafter referred as the ‘Owner’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to

M/s. _____ (name, constitution and address) (herein referred to as the consultancy firm which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Work Order No. _____ dated _____ valued at _____ and the Consultancy firm having agreed to provide a Bank Guarantee towards Performance of the entire Work Order equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Work Order) to the Owner.

We _____ (name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. _____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that “Consultancy firm” has failed to perform its obligations under the Work Order. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultancy firm. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Consultancy firm or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any

powers vested in them or of any right which they might have against the Consultancy firm, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Work Order between the Owner and the Consultancy firm or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultancy firm and notwithstanding any security or other guarantee that the Owner may have in relation to the Consultancy firm liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the Consultancy firm on whose behalf this guarantee has been issued.

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____
Date of issue _____
Amount (Rs.) _____
Valid upto _____
Claim Amount upto _____

To,

ERNET India
5th floor, Block-I, A Wing
Delhi IT Park, Shastri Park, New Delhi-110053

In consideration of the ERNET India, Ministry of Electronics & Information Technology (hereinafter referred as the ‘**Owner**’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having issued a tender no. _____ dated _____ and M/s. _____ (name, constitution and address) (herein referred to as the **Bidder**, which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) having made a Bid for the above-mentioned tender and the **Bidder** have agreed to give Earnest Money Deposit of Rs. _____ to abide with the below mentioned condition of the tender :

- (1) If the **Bidder** withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of bid.
- (2) If the **Bidder** having been notified of the acceptance of his bid by the Owner during the period of its validity:-
 - a) If the **Bidder** fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We _____ (name of the Bank) having our Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the ‘**Bank**’, which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount of Rs. _____; to the Owner, within ten (10) calendar days from the date of receipt by us of your first written demand through hand delivery or registered A.D. Post or by speed post or by courier, stating that “**Bidder**” has failed to perform its obligations under the Tender. Aforesaid Payment will be made without any demur, reservation, contest, recourse or protest

and/or without any reference to the **Bidder**. Any such demand made by the Owner to the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Bidder or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the **Bidder**, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Tender between the Owner and the **Bidder** or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the **Bidder** and notwithstanding any security or other guarantee that the Owner may have in relation to the **Bidder's** liabilities.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the **Bidder** on whose behalf this guarantee has been issued.

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

Integrity Pact (IP)

ERNET India hereinafter referred to as "ERNET"

And

-----[bidder (s) participating in this tender] hereinafter referred to as "The Bidder/ consultancy service provider"

Preamble

ERNET India to ensure implementation of ISO/IEC 27001:2013 certification in ERNET India HQ New Delhi under this contract through reputed consultancy service provider who will be selected through the tender for providing consultancy services to ERNET India for obtaining ISO/IEC 27001:2013.

Section 1- Commitments of ERNET

1. ERNET commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of ERNET, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. ERNET will during the tender process treat all Bidder(s) with equity and reason. ERNET will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. ERNET will exclude from the process all known prejudiced persons.

2. If ERNET obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, ERNET will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. The bidder commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of ERNET's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she

is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by ERNET as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

- If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, ERNET is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Government/ERNET India's procedure on banning of the business dealings/bidders/contractors, etc.

Section 4: Compensation for Damages

- a. If ERNET has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, ERNET is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security
- b. If ERNET has terminated the contract according to Section 3, or if ERNET is entitled to terminated the contract according to Section 3, ERNET shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value and/or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any

other public sector enterprise in India that could justify his exclusion from the tender process.

- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to ERNET before contract signing.
- b. ERNET will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. ERNET will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s)

If ERNET obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if ERNET has substantive suspicion in this regard, ERNET will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. ERNET appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General, ERNET.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of ERNET including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. ERNET 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 ERNET and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of ERNET and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Director General, ERNET within 8 to 10 weeks from the date of reference or intimation to him by ERNET and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Director level in the ERNET India or as decided by Director General of ERNET India.
8. If the Monitor has reported to the Director General ERNET, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General ERNET has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract or after 10 months from the expiry of Rate Contract (RC) whichever ever be later and for all other Bidders 12 months from the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director General of ERNET.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of ERNET, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of ERNET)

(For & on behalf of Bidder/Contractor) (Office Seal)
(Office Seal)

Place-----

Date-----

Witness 1: (Name & Address) _____

Witness 2: (Name & Address) _____

List of IT Equipment to be covered under Security Audit

S. No.	Description	Quantity
1.	Juniper switches	6
2.	Firewalls	3
3.	Dell Server	3
4.	Cisco CSMM Server	1
5.	Radware/IPS-1	2
6.	Radware Application Delivery Server	1
7.	IBM Sever	1
8.	HP Servers	5
9.	Wipro Sever	1
10.	Cisco Switches(L2)	2
11.	Cisco Switches(L3)	3
12.	Cisco Router	1
13.	Desktops	84
14.	Laptops	22
15.	VidyoPortal XL, R420 Generic	2
16.	Vidyo Router XL, R420 Generic	4
17.	VidyoGateway XL R420 , No TPM	10
18.	Vidyo Replay, R420 Generic	3
19.	HP switch-L2	1

Note-

- (a) 15 VMs (Windows & Linux) on BSNL cloud also to be consider for security audit.
- (b) There may be addition/deletion in the above equipments and those changes are also to be considered for the security audit.

Abbreviations and Acronyms

The following abbreviations and acronyms defined in this work order are as under

ISO – International Standards Organization

ISMS - Information Security Management System

BG – Bank Guarantee

EMD – Earnest Money Deposit

IPO – Intellectual Property Owner

IPR – Intellectual Property Rights

RFP – Request for Proposal in Context

PBG – Proforma Bank Guarantee

CISA – Certified Information Systems Auditor

CISSP – Certified Information Systems Security Professional

CISM – Certified Information Systems Manager

CEH – Certified Ethical Hacker

SOA - Statement of Applicability

CPPP – Central Public Procurement Portal

NC – Non Conformity

NDA – Non Disclosure Agreement