

# INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (IRDAI)

Invitation

for

Request for Proposal (RFP)for Information and Cyber Securityrelated Audits and Services for IRDAI

(RFP No.: - IRDAI/IT/18-19/12)

Issued by:

# Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad, Telangana 500032 Ph: (040) 20204000 Email: it@irda.gov.in

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# INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA Sy No. 115/1, Financial District, Nanakramguda, Hyderabad – 500032

# Notice inviting e-TENDER for Information and Cyber Security related Audits and Services for IRDAI

On-line bids are invited under two bid system (technical and financial) from the vendors / firms / organizations ("Bidders") for the **Information and Cyber Security related Audits and Services for IRDAI** as described in **Section**"<u>SCOPE OF</u> <u>WORK</u>" of this RFP. The detailed bidding document etc. can be viewed / downloaded from the website: <u>http://eprocure.gov.in</u>. Bidders are required to upload and submit their e-bid on Central Public Procurement Portal only. All amendments, time extension, clarifications, etc., will be uploaded on the <u>http://eprocure.gov.in</u>.website only. Bidders should regularly visit website to keep themselves updated.

# 1. FACT SHEET

1.	Publish date of tender	06:00 PM on <b>09.11.2018</b>
2.	Document download Start Date	06.30 PM on <b>09.11.2018</b>
3.	Pre-bid Queries / Clarification start Date and End Date	09.00 AM on <b>12.11.2018</b> to 05.00 PM on <b>16.11.2018</b>
4.	Pre-bid meeting	26.11.2018
5.	Issue of Clarification(s) / Corrigendum (If Any)	30.11.2018
6.	Bid submission Start date and end date by the intending bidders along with scanned copy of Earnest Money Deposit	09.00 AM on <b>03.12.2018</b> to 03.00 PM on <b>26.12.2018</b>
7.	Last date of submission of Demand Draft in original payable in favour of Insurance Regulatory and Development Authority of India payable at HYDERABAD towards Earnest Money Deposit (EMD)	03.00 PM on <b>26.12.2018</b>
8.	Amount of Earnast Manay Danasit	₹ 2,00,000/- (RupeesTwo
0.	Amount of Earnest Money Deposit	Lakhs only)
9.	Technical Bids opening	02.00 PM on <b>27.12.2018</b>
10	Technical Presentation	To be notified later to only those bidders who qualify in Pre-Qualification Criteria
11	Date of opening of financial bids	To be notified later to only those bidders who qualify in Pre-Qualification Criteria and Technical Presentation
12	For any query	Ph: (040) 2020 4000. Email: <u>it@irdai.gov.in</u> (RFP No.: – IRDAI/IT/18- 19/12 –"Information and Cyber Security related Audits and Services for IRDAI" shall be present in subject line)

# 2. IRDAI BACKGROUND

Insurance Regulatory and Development Authority of India of India (IRDAI) was constituted as an autonomous body to regulate and develop the insurance industry, following the recommendations of the Malhotra Committee report, in 1999. The IRDAI was incorporated as a statutory body in April, 2000. The key objectives of the IRDAI isto protect the interests of the policyholders, to regulate, promote and ensure orderly growth of the insurance industry.

# 3. INSTRUCTIONS TO THE BIDDERS

#### 3.1 General

- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the IRDAI on the basis of this RFP.
- ii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the IRDAI. Any notification of preferred Bidder status by IRDAI shall not give rise to any enforceable rights by the Bidder. IRDAI may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the IRDAI.
- iii. While effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required.
- **iv.** Sub-contracting or sub-letting: The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency

# 3.2 Compliant Tenders / Completeness of Response

- Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - a. Comply with all requirements as set out within this RFP.
  - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - c. Include all supporting documentations specified in this RFP

## 3.3 Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of

- i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

#### 3.4 Pre-bid Queries, Meeting& Clarifications

#### Pre-bid queries

The Bidders will have to ensure that their queries should reach to the Chief General Manager, (Information Technology),Insurance Regulatory and Development Authority of India (IRDAI),by email <u>it@irdai.gov.in</u>on or before last date of pre-bid queries,as mentioned in the '<u>FACTSHEET</u>'.The queries should necessarily be submitted in the following format:

S.	RFP Document	Content of RFP	Points of
No.	Reference(s) (Section	requiring	Clarification
	& Page Number(s))	Clarification(s)	
1.			
2.			
3.			

IRDAI shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the IRDAI.

#### Pre-Bid Meeting

There will also be a pre-bid meeting to answer any more queries, on the date as mentioned in the '<u>FACT SHEET'</u>.

# <u>Responses to Pre-Bid Queries and Issue of Clarification(s) and Corrigendum</u> (if any):

a. The IRDAI will endeavor to provide timely response to all queries. However, IRDAI makes no representation or warranty as to the completeness or accuracy of any

response made in good faith, nor does IRDAI undertake to answer all the queries that have been posed by the Bidders.

- b. At any time prior to the last date for receipt of bids, IRDAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarification(s) to the queries from all Bidders will be posted on the <u>www.eprocure.gov.in</u>and notified on IRDAI's website.
- d. Any such corrigendum/ clarification/ modification issued shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, IRDAI may, at its discretion, extend the last date for the receipt of Proposals.

# 3.5 RFP Document Fees

The RFP documents have been made available to be downloaded without any fee from the website www.eprocure.gov.in

#### 3.6 Earnest Money Deposit (EMD)

 a. Bidders shall submit, along with their Proposals, an EMD of ₹ 2,00,000/-(Rupees Two Lakhsonly), in the form of a demand draft. The payment transfer related information is as follows:

**Demand Draft:** In favor of "**Insurance Regulatory and Development Authority of India, Hyderabad**" payable at Hyderabad.

b. EMD of all unsuccessful Bidders would be refunded by IRDAI within **180** days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned after the completion of tenure of the contract period.

- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity.
  - b. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

#### 3.7 Submission of Responses

The Bidders should submit their responses as per the procedure specified in the e-Procurement portal <u>www.eprocure.gov.in</u>. The items to be uploaded on the portal would include all the related documents mentioned in this RFP with two covers – A & B.

• **Cover A** contains the following forms under <u>**Annexure – I**required</u> to be qualified.

- Form 1: Compliance Sheet for Pre-Qualification Proposal
- Form 2: Bidder's Pre-Qualification Criteria
- Form 4: Contact Details
- **Form 5:** Details of IS Audit Projects done in last 3 years
- Form 6: Details of Team Professionals CISA, CISP, CISSP, CEH, Project leader, Lead auditor, etc.
- Form 7: No Blacklisting Declaration
- Form 8: Undertaking for Nil Deviations
- **Form 9**: Letter of Proposal
- Cover B contains the forms for Commercial bid under Annexure II.

However each of the above documents must be uploaded in the format specified for the tender and as per the specified folder structure in the e-Procurement portal <u>www.eprocure.gov.in</u>.

All the pages of the Proposal Document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's proposal.

#### **3.8 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section / folder on the eProcurement portal <u>www.eprocure.gov.in</u>. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

#### 3.9 Preparation and Submission of Proposal

#### **Proposal Preparation Costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by IRDAI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

IRDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purpose of interpretation of the documents, the English translation shall govern.

# Venue & Deadline for Submission of proposals

The response of RFPs must be submitted on the e-procurement portal <u>www.eprocure.gov.in</u>by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. IRDAI will not be responsible for any delay in the submission of the documents. No physical copy of documents needs to be sent to the mentioned address except EMD draft (physical copy).

Addressed To	Chief General Manager
Name	Information Technology Department,
	Insurance Regulatory and Development Authority
	of India.
	Sy No. 115/1, Financial District, Nanakramguda,
	Gachibowli,
	Hyderabad, Telangana 500032
Last Date & Time of	03.00 PM on the last date for the same as mentioned
Submission	in the ' <u>FACTSHEET</u> '

# Late Bids

Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. IRDAI will not be responsible for any delay in the submission of the documents. No physical copy of documents needs to be sent to the mentioned address except EMD draft (physical copy).

# 3.10 Process of Selection of Bidder

The process of selecting the bidder(s) would be carried out in three stages, as follows:

# I. Invitation of applications for bid

- With Bidder's Qualification Criteriadefined in Form 2 (Annexure I),
- Other forms under Annexure-I,
- Form(s) under Annexure-II for commercial bid,
- Terms & conditions,
- Pre-bid queries and meeting, where objectives, queries and scope may be further clarified, etc.
- II. Technical Presentation:includes fulfilment of Bidder's Pre-Qualification Criteria, andpassing technical presentation round.
  - IRDAI will constitute an internal Committee to evaluate the responses of the Bidders.
  - The summary of evaluation bids will be presented to the TAC (technical Advisory Committee), which will decide on short-listing of bidders. The short-listed bidders would be required to make presentations to the TAC. The details of the evaluation criteria for technical presentation are in Section – 'TECHNICAL BIDDING'.
  - The decision of the TAC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

- The TAC may ask for meetings with the Bidders to seek clarifications on their proposals.
- The TAC reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- III. Commercial bid: The commercial bid of only Technically short-listed bidders based on Stage-II will be opened and L1 would be selected (details in Section: "<u>COMMERCIAL BIDDING</u>").

#### Tender Validity

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the last date of submission of Tender.

# Tender Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if proposals;

- a. Are not submitted in as specified in the RFP document
- b. Uploaded without the Letter of Authorization (Power of Attorney)
- c. Are found with suppression of details

d. Are with incomplete information, subjective, conditional offers and partial offers submitted

e. Are submitted without the documents requested in the checklist

f. Have non-compliance of any of the clauses stipulated in the RFP with lesser validity period.

All responsive Bids will be considered for further processing as below:

IRDAI will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation, through technical presentation, by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

#### 4. SCOPE OF THE WORK

The Scope of work will include but not limited to testing of Applications, review of Information Security Policy & Procedures, Gap Assessment in IT security and Procedures, Assessment of Network Security & Information Security solutions, comprehensive Information and Cyber Security Audits, documentation and review of IT manuals containing SOPs, Vulnerability and Penetration Testing (VAPT), review of Data centres including physical visits, compliance with IRDAI Information and Cyber Security Guidelines, submission of reports.

The work would be carried out in two stages:

#### Stage I:

- Gap assessment of existing IRDAI's IT infrastructure
- Formulation of Cyber Crisis Management Plan (CCMP) and updating Information and Cyber Security Policy for IRDAI as per IRDAI guidelines
- Drafting Information and Cyber Security Assurance programme and Preparation of IT manuals containing Standard Operating Procedures (SOPs)
- One round VAPT for entire ICT infrastructure and public facing and intranet applications
- Creation of Roadmap for Addressing Identified Gaps & Prioritization
- One Comprehensive Information and Cyber Security Assurance audit of IRDAI's Information System Landscape to be conducted.

#### Stage II:

- Two Comprehensive Information and Cyber Security Assurance audits of IRDAI's Information System Landscape to be conducted every 12 months from the date of commencement of Stage – II.
- Four VAPTs including (each including respective Revalidation VAPT) every six months from the date commencement of Stage-II.

Following outlines (indicative but not exhaustive) the scope of work to be carried out by the selected Bidder for each process in both the stages: Page **18** of **63** 

#### STAGE-I

- A. GAP Assessment of existing IRDAI's IT infrastructure, (Software/Hardware/Applications), vulnerabilities, security measures taken, security solutions deployed vis a vis IRDAI Information & Cyber security guidelines and audit checklist. GAP Assessment will cover the following areas listed in IRDAI Information Security (IS) guidelines Ref. No. IRDA/IT/ GDL/MISC/082/04/2017 dated 07.04.2017.
  - Enterprise Security
  - Information Asset Management
  - Identity and Access Management
  - Physical and Environmental Security
  - Network Access Control
  - Human Resource Security
  - System acquisition, development and maintenance
  - Information Security Risk Management
  - Data Security
  - Application Security
  - Email Security
  - Backup and Recovery
  - Patch Management
  - Cyber Security
  - Platform /Infrastructure Security
  - Network Security
  - Internet Security
  - Cryptography & Key Management
  - Security Logging & Monitoring
  - Incident Management
  - Endpoint Security
  - Vulnerability Assessment and Penetration Testing
  - Virus / Malicious software Protection
  - Virtualization

- Cloud Security
- Mobile / Wireless Security

# The above activity includes <u>one round VAPT for entire ICT infrastructure and</u> <u>public facing and intranet applications</u>

# Deliverables:

- i. Vendor will provide GAP analysis report and recommendations to address the identified gaps.
- Review the existing processes, procedures and systems for their sufficiency of controls on the basis of IRDAI guidelines on Information and Cyber Security.
- iii. Discuss with management on existing infrastructure, architecture, security policies.
- iv. Identify gaps in the present system in comparison with the guidelines issued by the IRDAI including checklist.
- v. Recommend possible tools, processes, procedures, controls and technologies to bridge the gaps identified.
- vi. Conducting VAPT for entire ICT infrastructure of IRDAI for public facing and internal applications
- vii. Create report with vulnerabilities and gaps along with risk classification and suggestion for closing of gaps
  - B. Create Cyber Crisis Management Plan (CCMP) for IRDAI as per CCMP guidelines issued by IRDAI/CERT-inand updating of existing Information and Cyber Security Policy as per IRDAI guidelines.

# Deliverables:

- a. Cyber Crisis Management Plan for IRDAI as per IRDAI/CERT-In Guidelines.
- b. Formulate cyber crisis management plan
- c. Suggest Cyber Crisis Management team structure

- d. Providing measurement matrix template to evaluate effectiveness of the Cyber Crisis Management Plan
- e. Updating Information and Cyber Security Policy for IRDAI containing areas listed in IRDA information security guidelines Ref. No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017.
- f. Reviewing existing Information & Cyber Security policy of IRDAI
- g. Studying Cyber Security framework of IRDA
- h. Discuss with management on existing policies, Incident response mechanism
- i. Conduct walkthroughs with key process owners / stakeholders for each process related to cyber frauds.
- j. Discuss with stakeholders on the identified gaps and recommendations for the policy documentation
- k. Revise Cyber Security Policy on basis of feedback from management
- I. Provide One Hard copy and Soft copy of the document
- **C.** Drafting Information and Cyber Security Assurance programme and Preparation of IT manuals containing Standard Operating Procedures (SOPs)

#### **Deliverables:**

- i. Cyber Security Assurance programme for IRDAI as per IRDAI Guidelines.
- ii. Draft Cyber Security Assurance Program on the basis the Gap assessment report, Information & cyber security policy approved by the board.
- iii. Discuss the Draft of Cyber Security Assurance Programme with the management.
- iv. Revise Cyber Security Assurance Programme on basis of feedback from management.
- v. Preparation of IT Manuals containing Standard Operating Procedures (SOPs)
- vi. Document SOPs for IT processes, systems and applications and manuals for best practices wherever necessary.

- **D.** Creation of Roadmap for Addressing Identified Gaps & Prioritization
  - i. Vendor has to create roadmap and strategy to address all identified shortcomings.
  - ii. Prioritize the solution w.r.t. organization's posture (Immediate measures/long term measures)
  - iii. Recommend the best fit solutions & controls
- **E.** Conducting Revalidation VAPT for entire ICT infrastructure at IRDAI and public facing and internal applications

**Deliverables:** Create report with vulnerabilities and gaps along with risk classification and suggestion for closing of gaps.

**Deliverables:** Roadmap to address all shortcomings & prioritized solutions (immediate measures/long term measures)

**F.** 1<sup>st</sup>Comprehensive Assurance audit of IRDAI's Information System Landscape.

A Comprehensive review of compliance to the Stage-I Audit covering the following needs to be conducted and final report should be prepared.

- a. Hardware audit
- b. Process audit
- c. Outsource system audit
- d. Application audit
- e. Operations audit
- f. Review of all Outsourced Data centres

**Deliverables**: Final Audit report along with Audit summary.

# STAGE- II

**A.** Four VAPTs including (each including respective Revalidation VAPT) every six months from the date commencement of Stage-II.

# Deliverables:

- Conducting VAPT for entire ICT infrastructure of IRDAI for public facing and internal applications
- Create report with vulnerabilities and gaps along with risk classification and suggestion for closing of gaps
- B. 2<sup>nd</sup> and 3<sup>rd</sup>Comprehensive Assurance audit of IRDAI's Information System Landscape, every 12 months from the date of commencement of Stage II.

A Comprehensive review of compliance to the Stage-I Audit covering the following needs to be conducted and final report should be prepared.

- a. Hardware audit
- b. Process audit
- c. Outsource system audit
- d. Application audit
- e. Operations audit
- f. Review of all Outsourced Data centres

**Deliverables**: Final Audit report along with Audit summary.

# 5. TIMELINE OF THE DELIVERABLES

S.No.	Activity	Entity responsible	Duration					
:	STAGE –I (Deliverables mentioned in details in ' <u>SCOPE OF THE WORK'</u>							
Α.	<ul> <li>GAP Assessment of areas andPreparation of Gap Analysis report (AS-IS Vs requirements stated in IRDAI information security guidelines and GAP Analysis Report)</li> <li>One round of VA/PT for entire ICT infrastructure and public facing and intranet applications</li> <li>Creation of Roadmap for Addressing Identified Gaps &amp; Prioritization</li> </ul>	Auditing agency	3 months					
В.	Formulation of Cyber Crisis Management Plan (CCMP) and updating of existing Information and Cyber Security Policy as per IRDAI guidelines	Auditing agency	1 month					
C.	<ul> <li>Formulation of Information and Cyber Security assurance programme (implementation plan / guidelines) in line with Board approved Information and Cyber Security Policy</li> <li>Preparation of IT manuals containing Standard Operating Procedures (SOPs)</li> </ul>	Auditing agency	1 month					
D.	Fixing of Gaps Identified through Procurement of Hardware & Security Devices, implementation, Fixing of all Software gaps etc.	IRDAI	4 months					
E.	VAPT revalidation (Entire ICT & public-facing and intranet applications)	Auditing agency	1 month					
F.	1 <sup>st</sup> Comprehensive Information and Cyber Security assurance audit	Auditing agency	2 months					

STAGE – II (Deliverables mentioned in details in ' <u>SCOPE OF THE WORK'</u>						
Α.	Four VAPTs including (each including respective	Auditing	Every six months			
	Revalidation VAPT)	agency	from the date			
			commencement			
			of Stage-II.			
В.	2 <sup>nd</sup> and 3 <sup>rd</sup> Comprehensive Information and Cyber	Auditing	In 12 months			
	Security assurance audits (two audits during this	agency	from the last date			
	stage)		of			
			comprehensive			
			audit			

RFP so submitted should remain valid for a minimum period of <u>180 days</u> from the scheduled date of opening.

# 6. BIDDER'S QUALIFICATION CRITERIA (BQC):

Bidder must have the qualification criteria as per Form - 2 (Annexure -I).

# 7. TECHNICAL BIDDING

First, bid documents will be evaluated for fulfilment of Pre-qualification criteria. Bids of only those Bidders who fulfil the pre-qualification criteria fully as per<u>Form - 2</u> (<u>Annexure -I)</u>will be taken up for further technical presentation/evaluation/selection process rejecting the remaining bids by Technical Advisory Committee (TAC). For bidders who are shortlisted based on documents submitted and Technical presentation will be considered for further evaluation.

The evaluation/selection process will be done with combination of, technical competence and as detailed below. A maximum of 100 marks will be allocated for the technical bid with **overall 80 marks** being qualifying score. The evaluation of

functional and technical capabilities of the Bidders of this RFP will be completed first as per the following guidelines. Only technical bid will be subjected for evaluation at this stage.

In case, there is only one bidder having technical score of 80 or more, IRDAI may, at its discretion, also consider the next two highest technical scorers with minimum score of 70. In case, no Bidder is having technical score of 80 or more, IRDAI may, at its discretion, qualify maximum of 3 top scoring Bidders with minimum score of 70 in technical evaluation and compute the —Score as per the evaluation criteria.

# The evaluation of technical proposals, among other things, will be based on the following:

- i. Prior experience, existing engagements of the Bidder in undertaking projects of similar nature.
- ii. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- iii. Methodology/Approach proposed for accomplishing the proposed project, Activities / tasks, project planning, resource planning, effort estimate etc.

#### Various stages of technical bid evaluation are presented below:

- a) Eligibility evaluation as per the criteria prescribed in RFP.
- b) Evaluation of technical proposals of Bidders qualified in eligibility evaluation, based on response and presentation
- c) Presentation-cum-Interaction.
- d) Arriving at the final score on technical presentation.

The Bidders who are qualified in eligibility evaluation, have to give presentation/interactions before panel of representatives of IRDAI on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the scope of the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short-listed Bidder fails to make such presentation, he will be eliminated from the evaluation process.

All and any expenditure connected with technical presentation to be borne by the Bidder. All and any system requirements to showcase technical solution should be brought in by the Bidder and IRDAI shall not provide any systems viz., Laptop, data card, system software etc.

S.No.	PARAMETERS	MAXIMUM MARKS	CRITERIA
1	The number of years of experience in conducting information and cyber security assessments in BFSI sector in India as on 30.09.2018		10 Marks for minimum 5 years and 1 mark for each completed additional year. (Minimum 10 marks)
2	The Bidder should have at least 1 ongoing/completed engagement with Insurance organization in conducting information and cyber security assessments as per IRDAI Guidelines.		15 Marks for minimum one ongoing/completed engagements with Insurance organization as per IRDAI guidelines and 1 mark for each additional assignment (Minimum 15 marks)

3       The number of engagements carried out in BFSI sector related to Gap Assessment, Policy and Procedures review (related to information, cyber security) proving 3 years' experience       10       5 marks for minimum 1         4       The bidder must have at least 5 consultants with qualifications such as ISO 27001:2013 Lead Auditors/ Implementer as employees       10       5 Marks for minimum 5         5       Bidders should have helped at least two organization in obtaining ISO:27001 certification       10       5 Marks for minimum 2         5       The Bidder must have at least 5       10       5 Marks for minimum 2         6       Methodology &Approach: Demonstration of in-depth understanding of the IRDAI's project requirements through the technical proposal and presentation, with detailed       25		1 <u> </u>		
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6       Methodology & Approach: Demonstration of in-depth understanding of the IRDAI's project requirements through the technical       25       Subjective evaluation based on technical proposal and presentation				each additional Professional
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project requirements through the technical proposal and presentation	6	Methodology & Approach: Demonstration	25	Subjective evaluation
		of in-depth understanding of the IRDAI's		based on technical
proposal and presentation, with detailed (Minimum Qualifying Marks		project requirements through the technical		proposal and presentation
		proposal and presentation, with detailed		(Minimum Qualifying Marks

7     TOTAL (MARKS)     100     Minimum Qualifying Marks       80		broken down activities to be performed, effort estimation, manpower to be deployed; capabilities in terms of tools and methodology for conducting VAPT		– 20)
	7	TOTAL (MARKS)	100	Minimum Qualifying Marks – 80

For all the parameters documentary evidence should be provided.

Based on the above mentioned criteria, the decision of the Technical Advisory Committee (TAC) in short listing the bidders would be final and binding to all the bidders.

#### 8. COMMERCIAL BIDDING

- a. The Commercial Bids of technically short-listed Bidders (based on the Bidder's Pre-Qualification and Technical Presentation) will be opened on the prescribed date.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will **exclude all taxes** and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total

price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

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#### 9. AWARD OF CONTRACT

#### 9.1 Award Criteria

IRDAI will award the Contract to the successful Bidder who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

#### 9.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

IRDAI reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IRDAI action.

#### 9.3 Notification of Award

Prior to the expiration of the validity period, IRDAI will notify the successful Bidder in writing or by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, IRDAI, may like to request the Bidders to extend the validity period of the bid. (In such case, only the bids of the bidders who submit written consent for extension of such bid validity, will be considered for evaluation.)

Upon the successful Bidder's furnishing of Performance Bank Guarantee, IRDAI will notify each unsuccessful Bidder and return their EMD.

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#### 9.4 Performance Guarantee

IRDAI will require the selected Bidder to provide a Performance Bank Guarantee, in the templateas in Form-3 (Annexure-I), within 15 working days from the Notification of award, for a value equivalent to 10% of the total contract cost. The Performance Bank Guarantee should be valid for the period of contract. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of 3 months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee within the time stipulated, IRDAI at its discretion may cancel the order placed on the selected Bidder without giving any notice. IRDAI shall invoke the performance guarantee in case the selected Bidder fails to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **10. TERMS AND CONDITIONS: POST AWARD OF CONTRACT**

#### **10.1 Termination Clause**

#### Right to Terminate the Process

IRDAI reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by IRDAI under the following circumstances:

- i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii. The Bidder goes into liquidation, voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- iv. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. IRDAI reserves its right tocancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- v. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, IRDAI reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- vi. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, IRDAI reserves the right to get the balance contract executed by another party of its choice by giving <u>one month's</u> notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which IRDAI may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

vii. IRDAI reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

#### **Consequences of Termination**

- i In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], IRDAI shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor bidder to take over the obligations of the erstwhile bidder in relation to the execution/continued execution of the scope of the Contract.
- ii Nothing herein shall restrict the right of IRDAI to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available IRDAI under law or otherwise.
- iii The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **10.2 Penalty Clause**

IRDAI reserves the right to deduct from the total awarded amount, subject to a maximum of 10% of the total contract value, to be paid to the consultant in the event of the following:

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Inordinate delay	Caution Note	2% of the total	As decided by the IRDAI
(exceeding 30 days		contract value	based on
fromtimelines of respective			materiality
deliverables) in			
providing/ensuring			
services			
Inordinate delay	Caution Note	2% of the total	As decided by the IRDAI
(exceeding 30 days) in		contract value	based on
responding to the			materiality
references made by the			
IRDAI			

#### **10.3 Disputes Resolution**

The Bidder and the IRDAI shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- The matter will be referred for negotiation between Nodal Officer and the Authorized Official of the Bidder. The matter shall then be resolved between

them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Hyderabad and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **10.4 Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### **10.5 Force Majeure**

- i. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.
- ii. For the purpose of this clause, Force Majeure shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- iii. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- iv. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in

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an endeavour to find a solution to the problem. Notwithstanding the above, the decision of IRDAI shall be final and binding on the selection of Bidder and Contract.

### **11. FURNISHING OF INFORMATION**

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required and called for or failure to submit an RFP not substantially responsive will be at the Bidder's risk and responsibility and may result in the rejection of its RFP.

### 12. INTELLECTUAL PROPERTY RIGHT (IPR)

The Bidder shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to IRDAI and IRDAI shall own all IPRs in them. All documents related to such shall be treated as confidential information by the Bidder. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with IRDAI.

### **13. LIMITATION OF LIABILITY**

The aggregate liability of Bidder in connection with this Agreement, the services provided by bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any or all liability shall be the total bid amount exclusive of any bank guarantees provided.

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#### **14.INDEMNIFICATION**

1. The Bidder shall indemnify, protect and save IRDAI and hold IRDAI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly from

- A gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract;
- ii. Breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder;
- iii. Use of the deliverables and or services provided by the Bidder;
- iv. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

2. The Bidder shall further indemnify IRDAI against any loss or damage to IRDAI's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives.

3. The Bidder shall further indemnify IRDAI against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on IRDAI for malfunctioning of the equipment at all points of time, provided however,

i. The selected bidder agrees to indemnify and keep indemnified, defend and hold harmless, IRDAI and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses including litigation cost and attorney 's fees, arising as a result of the consultancy provided by the selected bidder and also claims arising out of failure to comply with the IRDAI Guidelines on Cyber Security. Such claims shall include claims by third parties including Regulatory Bodies.

ii.IRDAI notifies the Bidder in writing in a reasonable time frame on being aware of such claim.

- iii. The Bidder has sole control of defence and all related settlement negotiations.
- iv.IRDAI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- v.IRDAI does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to IRDAI's (and/or its customers, users and service providers) rights, interest and reputation

## **15.INSOLVENCY**

IRDAI reserves the right to terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IRDAI.

# **16.NO OBLIGATION TO ACCEPT THE OFFER**

- a. IRDAI is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all of the offers including incomplete offers without assigning any reason whatsoever.
- b. IRDAI reserves the right to make any changes in the terms and conditions of the tender. IRDAI will not be obliged to meet and have discussions with any Bidder or to entertain any representations.

### **17. SIGNING OF CONTRACT/AGREEMENT**

- a. The successful bidder will be required to enter into an Agreement/ Contract as per IRDAlprescribed format within 15 days from the date of acceptance by the successful bidder of the offer of the IRDAI. The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the mutually agreed period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by IRDAI without further notice to the successful bidder. The failure, delay or evasion on the part of the successful bidder to commence project within 7 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder to commence the project within 7 days from the date of execution of the agreement, in addition to the termination of the contract, IRDAI shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by IRDAI. The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document.
- b. The successful bidder has to furnish two copies of the contract/agreement on nonjudicial stamp paper of appropriate value with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA.
- c. The successful bidder has to furnish the duly signed contract/agreement along with the performance guarantee equivalent to 10% of the contract value, for IRDAI 's counter signature within 21 days from the receipt of LOA.
- d. The performance guarantee will be returned by IRDAI on successful closure of the project.

# **18. PAYMENT MILESTONES**

Payment will be released according to deliverables mentioned in the table below:

S.No.	Activity	Duration	Payment of the
			Total Contract
			value
	STAGE – I		
А.	<ul> <li>GAP Assessment of areas and Preparation of Gap Analysis report (AS-IS Vs requirements stated in IRDAI information security guidelines and GAP Analysis Report)</li> </ul>	3 months	30% of Stage-I Amount
	<ul> <li>1 round of VA/PT for entire ICT infrastructure and public facing and intranet applications</li> <li>Creation of Roadmap for Addressing Identified Gaps &amp; Prioritization</li> </ul>		
В.	Formulation of Cyber Crisis Management Plan (CCMP) and updating of existing Information and Cyber Security Policy as per IRDAI guidelines	1 month	10% of Stage-I Amount
C.	<ul> <li>Formulation of Information and Cyber Security assurance programme (implementation plan / guidelines) in line with Board approved Information and Cyber Security Policy</li> <li>Preparation of IT manuals containing Standard Operating Procedures (SOPs)</li> </ul>	1 month	15% of Stage-I Amount
D.	Fixing of Gaps Identified through Procurement of Hardware & Security Devices, implementation Fixing of all Software gaps etc.	4 months	-
E.	VAPT revalidation (Entire ICT & public-facing and intranet applications)	1 month	10% of Stage-I Amount
F.	1 <sup>st</sup> comprehensive Information and Cyber Security assurance audit	2 months	25% of Stage-I Amount

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	STAGE – II				
Α.	Four VAPTs including (each including respective	Every six months	75% and 25%		
	Revalidation VAPT)	from the date	of the 90%		
		commencement	amount of each		
		of Stage-II.	VAPT <u>on</u>		
			completion of		
			<u>VAPT</u> and <u>on</u>		
			completion of		
			<u>Revalidation</u>		
			<u>VAPT</u> .		
			respectively		
В.	2 <sup>nd</sup> and 3 <sup>rd</sup> Comprehensive Information and Cyber	In 12 months from	The 90%		
	Security assurance audits (two audits during this	the last date of	amount of		
	stage)	comprehensive	respective		
		audit	comprehensive		
			audits		
Remai	Remaining 10% of the Stage-I and Stage-II amountsalong with applicable taxes would be				
paid on Submission of Bank Guarantee valid for a period of contract and on successful					
accept	ance of closure of the project.				

#### **19. PAYMENT TERMS**

- a. No advance payment shall be made in any case.
- b. All payments will be made to the Bidder in Indian Rupees only.
- c. The activities shall be accepted by IRDAI only after a detailed analysis and examination of the same by the Technical Team/IT Department. IRDAI shall not be liable to make the payments until the Technical Team/IT Department is satisfied that the activities have been performed/submitted by is in accordance with the Scope of Work as defined in this RFP. After an analysis of the Activity submitted for acceptance by the Selected Bidder, IRDAI may require the selected bidder to review the same and make suitable amendments/modifications/corrections etc. as may be deemed necessary by IRDAI.
- d. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the project plan a therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- e. Any objection / dispute to the amounts invoiced in the bill shall be raised by IRDAI within reasonable time from the date of receipt of the invoice.
- f. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any itemsservices or by way of any out of pocket expenses, including travel, boarding and lodging etc. IRDAI also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same. The bidder shall cover the entire scope of services mentioned and deliver all the deliverables as mentioned under the scope of work.
- g. IRDAI reserves the right to discontinue the services unless satisfactory services are rendered.

### 20. GENERAL TERMS AND CONDITIONS:

- a. IRDAI reserves the right to select bidders for carrying out any or all the above mentioned activities depending upon eligibility criteria mentioned in Pre-qualification criteria and based on other technical parameters.
- b. The bidder is required to submit its full profile giving details about organization, experience, technical personnel in the organization, competence and adequate evidence of its financial standing etc. in the enclosed formwhich will be kept confidential.
- c. Bidder should provide reference site details where such types of projects are executed in the past.
- d. The support resources deployed by the successful bidder for the project should be Indian citizens only; and a thorough background check has to be conducted before deployment of these resources in IRDAI.
- e. IRDAI reserves the right to inspect the facilities of the bidders any time during the evaluation stage to verify the genuineness and to ensure the conformity with the proposal submitted.
- f. Applications received after due date and time or incomplete in any respect will be rejected.
- g. At no point in time the information / Audit data /Audit Reports /communications, etc. related to Information and Cyber Security gap assessment, Audits, IT manuals containing SOPs, VAPT project etc. is allowed to leave the organization. Therefore, the Bidders are expected to conduct the entire activities related to project (such as Audits and VAPT exercise, Reportgeneration, Report preparation, etc.) from within IRDAI offices. Bidders are not allowed to conduct VAPT exercise from outside IRDAI offices.
- h. All the information (such as policy documents, network diagrams, configuration documents, etc.) required to be provided to Audit firm should be in physical form only and bidders are not allowed to take such documents outside IRDAI offices.
- i. Applications containing false or inadequate information are liable for rejection.

- j. Bidder may provide its area of specialization, skill set and any award received by any competent authority.
- k. Each page of the Application form and declaration letter shall be signed by person on behalf of the organization having necessary authorization / Power of attorney to do so.
- I. The successful bidder shall sign the agreement within 15 days from the date of Letter of Acceptance (LOA) from IRDAI.

## **ANNEXURE – I**

### **Pre-Qualification and Proposal**

Form – 1: Compliance Sheet for Pre-Qualification Proposal

- Form 2: Bidder's Pre-Qualification Criteria
- Form 3:Performance Bank Guarantee template
- Form 4:Contact Details
- Form 5:Details of IS Audit Projects done in last 3 years

**Form – 6:**Details of Team Professionals - CISA, CISP, CISSP, CEH, Project leader, Lead auditor, etc.

- Form 7:No Blacklisting Declaration
- Form -8: Undertaking for Nil Deviations
- Form 9: Letter of Proposal

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	Basic	Documents Required	Provide	Reference	Page
S.	Requirement		d (Yes /	Number	
No.			No)		
1	Power of Attorney	Copy of Power of Attorney in			
		the name of the Authorized			
		signatory			
2	Form - 2	Bidder's Pre-Qualification			
		Criteria			
3	Form–3	Performance Bank Guarantee			
		template			
4	Form–4	Contact Information			
5	Form– 5	Details of IS Audit Projects			
		done in last 3 years in BFSI			
		sector			
6	Form– 6	Details of Team Professionals-			
		CISA, CISSP, CEH etc.			
7	Form– 7	No Blacklisting Declaration			
8	Form– 8	Declaration Letter			
9	Form–9	Undertaking for NIL Deviations			
i					

# Form - 1

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# **Bidder's Pre-Qualification Criteria**

S.No.	Bidder Eligibility Criteria	Supporting documents Required	Remarks (If Any)
1.	The bidder must be a Government Organization /PSU/PSE/partnership firm/LLP or limited company existing in India	Certificate of Incorporation / Registration certificate from Registrar of firms	
2.	The bidder must be empaneled Information Security Auditing Organization by CERT-in	Proof of empanelment	
3.	Should have minimum average annual turnover of Rs.5 crores (Rupees five crore) during last three financial years 2015-16, 2016-17 and 2017-18.	Copies of Audited Balance Sheet and P & L Statements.	
4.	Should have made net profits for the last three financial years viz. 2015-16, 2016-17 and 2017-18.	Copies of Audited Balance Sheet and P & L Statements.	
5.	The bidder should have experience in providing Information Security Services for Banking, Financial Services and Insurance (BFSI) organization in India in last 3 years. Only completed or on-going projects would be considered	Copy of Credential Letters/ Purchase Order / Engagement Letter / Agreement signed between the parties/ Completion certificate etc.	

6.	The Bidder should have technical personnel having information security related qualifications (CISSP/ISMS LA/CISM/CISA/ISA etc.) on bidder's Payroll	personnel required for this
7.	The bidder should not have been blacklisted by Central / State Government / PSU's / Regulatory bodies as on the date of bid submission	Self-Declaration by Bidder as per format provided in <b>Form-7</b> ( <u>Annexure-I)</u> : No Blacklisting Declaration
8.	The bidder or its parent company or its subsidiary or its group company should not be an existing vendor / system integrator maintaining or providing IT related services at any office or data center of IRDAI or left any incomplete IT related project / service for IRDAI in last 5 years	Self-Declaration
9.	The Auditing agency should be authorized from the OEM for supply and support of the equipment/services /tools /technologies, etc. to be used in conducting System audit and VAPT.	Self-Declaration
10.	The Auditing agency should have expertise on forensic audit.	Self-Declaration

11. EMD Subm	nission	The bidder should scanned copy of amount along document. The pl of EMD should be IRDAI Hyderabad	EMD draft with bid hysical copy e sent to the	EMD amount of <b>₹.2,00,000/-</b>
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#### Performance Bank Guarantee template

To,

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id>

Whereas, <<name of the bidder and address>>(hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide Implementation services for <<name of the assignment>> to <IRDAI> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at<<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

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Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until << Insert Date>>)

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs<<insert value>>(rupees <<insert value in words>>only).

This bank guarantee shall be valid upto<<insert expiry date>>)

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It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<<insert expiry date>>*) failing which our liability under the guarantee will automatically cease.

# Form - 4

# **Contact Details**

S.No.	Name of the company	Detail
1.	Company's address in India	
2.	Contact Person	
3.	Telephone No.	
4.	Fax	
5.	Email	
6.	GST	
7.	PAN	

## Form - 5

Details of IS Audit Projects done in last 3 years in Regulatory bodies /PSU/Banking domain/ Financial institutions: BFSI Sector

S.No.	Client	Contact	Contact	Email	Scope of	Audit
	Name	Person	Number		Audit	Period

# Authorized Signatory:

Name of the Authorized Signatory:

Place:

Date:

Seal:

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Details of CISA, CISP, CISSP, CEH, Project leader, Lead auditor, etc. professional likely to be part of project team.

S.No	Name	Since	when	Educational	&	Experience
		working	with	Professional		
		Company		Qualification		

# Authorized Signatory:

Name of the Authorized Signatory:

Place:

Date:

Seal:

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# **No Blacklisting Declaration**

(To be submitted in the Bidder's letter head)

Date:

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of No Black Listing Self-Declaration for Tender Ref. No.:– IRDAI/IT/18-19/12–"Information and Cyber Security related Audits and Services for IRDAI"

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission.

(Authorized Signatory of Bidder)

Date\_\_\_\_\_

(Company Seal)

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#### Form-8

# **Undertaking for Nil Deviations**

To,

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id>

Subject: Undertaking for Nil Deviations for Tender RFP No.: – IRDAI/IT/18-19/12 – "Information and Cyber Security related Audits and Services for IRDAI"

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Date:

Signature of Authorised Signatory

Place:

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#### Letter of Proposal

To,

<name></name>
<designation></designation>
<address></address>
<phone nos.=""></phone>
<fax nos.=""></fax>
<email id=""></email>

<u>Subject</u>: Submission of the Technical bid for Information and Cyber Security related Audits and Services for IRDAI

Dear Sir/Madam,

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide for Information and Cyber Security related Audits and Services for IRDAIas required and outlined in the RFP dated<>. To meet such requirements and to provide services as set out in the tender document, we attach hereto our proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to provide Information and Cyber Security related Audits and Services for IRDAI.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of **180** 

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**days** from the date fixed for tender opening and it shall remain binding upon us with full force and virtue.

Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IRDAI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to IRDAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IRDAI as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive against this tender. We also agree that you reserve the right in absolute sense to reject all or any of service specified in the tender response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm: Address: Location: Date:

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## ANNEXURE – II

# **Commercial Bid**

# **Commercial Proposal Templates**

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

Form 2: Please fill up the BOQ as per e-procurement format.

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### **Covering Letter**

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

**Subject:** Submission of the Financial bid for Information and Cyber Security related Audits and Services for IRDAI

Dear Sir/Madam,

We, the undersigned, offer to provide **Information and Cyber Security related Audits and Services** to IRDAI in accordance with your Request for Proposal dated <> and our Proposal. Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

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