

सूचना प्रणाली की लेखा-परीक्षा
(3 वर्ष वत्तीय वर्ष 2018-2020) हेतु
प्रस्ताव का आमंत्रण



भारतीय लघु उद्योग विकास बैंक
लेखा-परीक्षा वर्टिकल
4था तल, सडबी टावर
15, अशोक मार्ग
लखनऊ- 226001
वेबसाइट-www.sidbi.in

निवदा सं. 314/2019/1335/प्रका1/आंलेप दिनांक 23 May 2018

इस निवदा दस्तावेज के उत्तर में बोलीकर्ता से प्राप्त सूचना सडबी की संपत्ति हो जाएगी और वापस नहीं की जाएगी। सडबी को इस निवदा दस्तावेज को संशोधन करने, रद्द करने और दुबारा जारी करने का अधिकार है। निवदा दस्तावेज तथा सभी संशोधनों से बोलीकर्ताओं को अवगत कराया जाएगा तथा उक्त संशोधन बोलीकर्ताओं के लिए बाध्यकारी होंगे।

(इस दस्तावेज का आंशक अथवा पूर्णतः कसी भी रूप में, पुनः उपयोग अथवा प्रतिनिकोपण अथवा उपयोग न किया जाए)

REQUEST for PROPOSAL (RfP) for INFORMATION SYSTEMS AUDIT

[For 3 years FY 2018 – FY 2020]

भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

Audit Vertical

4th FLOOR, SIDBI TOWER,

15, ASHOK MARG,

LUCKNOW - 226001

Website : www.sidbi.in



Tender No 314/2019/1335/HO1/IAD Dated May 23, 2018
[Only for CERT-IN empaneled IS Auditors]

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF SIDBI AND WILL NOT BE RETURNED. SIDBI RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

*(THIS DOCUMENT SHOULD NOT BE REUSED OR COPIED OR USED
EITHER PARTIALLY OR FULLY IN ANY FORM)*

महत्त्वपूर्ण जानकारी का सारांश

- 1) प्रस्ताव का आमंत्रण सडबी की वेबसाइट www.sidbi.in पर दिया गया है। सडबी को लेखा-परीक्षा की अपेक्षाओं में परिवर्तन का अधिकार है। कन्तु ऐसे कसी भी परिवर्तन की जानकारी वेबसाइट पर दी जाएगी।
- 2) बोलीकर्ताओं को सूचित किया जाता है कि निवदा दस्तावेज का ध्यानपूर्वक अध्ययन कर लें। बोली प्रस्तुत करने पर यह माना जाएगा कि निवदा दस्तावेज को ध्यान से देख लिया गया है और उसके निहितार्थों को भली भाँति समझ लिया गया है।
- 3) बोलीकर्ता से प्राप्त समस्त स्पष्टीकरण अथवा अपेक्षा में कसी परिवर्तन की जानकारी सडबी की वेबसाइट पर दी जाएगी। अतः बोली प्रस्तुत करने से पहले बोलीकर्ता को यह अवश्य सुनिश्चित कर लेना चाहिए कि ऐसे स्पष्टीकरणों/ परिवर्तनों पर उन्होंने विचार कर लिया है। कसी बोलीकर्ता द्वारा चूक कर जाने पर सडबी की कोई जिम्मेदारी नहीं होगी।
- 4) बोलियों की जाँच, आकलन और तुलना में सडबी को जैसी भी मदद की आवश्यकता होगी, उसके लिए वह अपने विवेकानुसार बोलीकर्ता से स्पष्टीकरण का अनुरोध कर सकता है। उत्तर/स्पष्टीकरण लिखत में दिए जाएँगे और बोली के पदार्थ-मूल्य में कोई परिवर्तन करने के लिए न कहा जाएगा, न प्रस्तावत किया जाएगा और न ही उसकी अनुमति दी जाएगी।
- 5) कृपया ध्यान दें कि बोली दस्तावेज के लिए अपेक्षित समस्त सूचना का दिया जाना आवश्यक है। इन विषयों पर अपूर्ण जानकारी देने पर चयन से वंचित रहना पड़ सकता है।
- 6) बोली में संशोधन और/अथवा वापस लिया जाना
एक बार प्रस्तुत की गई बोली को अंतिम माना जाएगा और उसके पश्चात् कसी पत्राचार पर विचार नहीं किया जाएगा। बोली प्रस्तुतीकरण की अंतिम समय-सीमा समाप्त हो जाने पर कसी भी बोली में संशोधन नहीं किया जाएगा। यदि कोई बोलीकर्ता सफल बोलीकर्ता हो तो उस बोलीकर्ता को बोली वापस लेने की अनुमति नहीं होगी।
- 7) प्राप्त हुई कसी अथवा सभी निवदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार सडबी को है।

टिप्पणी:

कसी भी कारण से बोली दस्तावेज के प्राप्त न होने/ गैर-सुपुर्दगी के लिए सडबी की कोई जिम्मेदारी नहीं होगी।

Critical Information Summary

- 1) The RfP is posted on SIDBI website www.sidbi.in. SIDBI reserves the right to change the contents of RfP. However, any such changes will be posted on web site.
- 2) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3) Any clarifications from bidder or any change in requirement will be posted on SIDBI website. Hence, before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. SIDBI will not have any responsibility in case some omission is done by any bidder.
- 4) In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 5) Please note that all the information required as per the bidding document needs to be provided. Incomplete information in these areas may lead to non-selection.
- 6) Modification And/ Or Withdrawal of Bids:
Bids once submitted will be treated as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
- 7) SIDBI has the right to reject any or all bids received without assigning any reason whatsoever.

NOTE:

SIDBI SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NON-DELIVERY OF THE BID DOCUMENTS DUE TO ANY REASON, WHATSOEVER.

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Schedule of events :

Sr. No.	Bid Reference - 314/2019/1335/HO1/IAD Dated May 23, 2018		
1	Purpose	Information Systems Audit	
2	Cost of Tender	₹ 1000/- To be submitted as Demand Draft in favour of SIDBI, payable at Lucknow.	
3	EMD	₹ 1,00,000/- To be submitted in the form and manner as mentioned at para 2.2	
4	No. of Envelopes (Non window, sealed) to be submitted	Two (2) Envelopes Envelope 1 containing: 1. Technical Bids as per Annexure I. (Submit 1 hard copy and 1 soft copy in CD / pen drive) 2. DD towards cost of tender & EMD. 3. Bank mandate form as per Annexure VII. Envelope 2 containing: Commercial Bid as per Annexure II (Only one bid to be kept).	
5	Last Date of Submission of Bids	June 14, 2018 by 3:00 pm	
6	Venue, Date and Time of opening of Bids, except Commercial Bids.	June 15, 2018 by 4:30 PM, at the address given at Sr. No. 10.	
7	Pre-bid meeting	May 30, 2018 at 3.00 PM, at the address given at Sr. No. 10.	
8	Response to clarification / pre bid meeting to be put on web site	June 06, 2018.	
9	Bid Validity	90 days from the last date of submission.	
10	Address for submission of Bids	The General Manager Audit Vertical SIDBI, 4th Floor SIDBI TOWER, 15, ASHOK MARG, LUCKNOW - 226001 Ph : 0522-2288546-50	
11	Contact Persons		
	Name & Designation	Phone	E-mail
	M K Gupta, AGM (Systems) R K Agrawal, GM	0522-4259758 0522-2288461, 4259719	mkgupta@sidbi.in rkagrwal@sidbi.in

1. Introduction and Disclaimers

1.1 Purpose of RfP

The purpose of RfP is to select audit firm / organization (CERT-IN empaneled) for conducting Information Systems (IS) Audit for IT Control Review, network & security and application software audit based on 1) Minimum Eligibility Criteria 2) Technical bid and 3) Commercial bid.

1.2 Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

1.4 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation and submission of responses including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.5 No Legal Relationship

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

1.6 Recipient Obligation to Inform Itself

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

1.7 Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Audit firm(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8 Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

1.9 Acceptance of Terms

A recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.10 Lodgment of RfP

RfP submission:

RfP document submission is required to be done in two envelopes as under:-

Two (2) Envelopes

Envelope 1 containing:

Technical Bids as per Annexure I (1 hard copy and 1 soft copy (Of Technical Bids only) on CD / pen drive)

DD towards cost of tender & EMD.

Bank Mandate form Annexure VII.

Envelope 2 containing:

Commercial Bid as per Annexure II. (Only one bid to be kept).

Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Information Systems Audit – RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018

at the following address.

The General Manager,
Audit Vertical,
SIDBI, 4th Floor, SIDBI TOWER,
15, ASHOK MARG,
LUCKNOW – 226001.

Ph : 0522-2288546-50 0522-2288461, 4259719

Copies of the RfP must be submitted before the afore mentioned closing date and time mentioned in Critical Information Summary.

Faxed copies of any submission are not acceptable and will be rejected by the Bank.

All copies of RfP and attachments must be provided in a sealed envelope.

If the submission does not include all the information required or is incomplete, the proposal is liable to be rejected.

All submissions, including any accompanying documents, will become the property of SIDBI. Recipients shall be deemed to license, and grant all rights to SIDBI to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the

submission to other Recipients and to disclose and/or use the contents of the submission as the basis for processing of RfP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

1.11 RfP Validity Period

The proposal must remain valid and open for evaluation according to their terms for a period of six (6) months from the time the RfP closes on the deadline for lodgment of RfP.

1.12 Request for Proposal

Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Shri. M K Gupta
Position : Assistant General Manager (Systems)
Email : mkgupta@sidbi.in
Telephone : +91 - 0522-4259758

SIDBI will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of RfP. However, SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their Fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

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

SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.13 Notification

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

1.14 Disqualification

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

2. Information to Bidders

2.1 Bid Price

Non-refundable Bid Price of ₹1,000/- (Rupees One thousand only) by way of Demand Draft/ Pay Order / Banker's Cheque drawn on a scheduled commercial bank, favouring "Small Industries Development Bank of India", payable at Lucknow must be submitted along with RFP response.

2.2 Earnest Money Deposit (EMD)

1. **All the responses must be accompanied by a refundable interest free security deposit of amount of ₹1,00,000/- (Rupees one lakh only) in the form of Demand Draft/ Pay Order / Banker's Cheque OR Bank guarantee issued by a scheduled commercial bank.**

2. EMD should be in the form of Demand Draft / Pay order / Bankers Cheque/Bank Guarantee in favour of "Small Industries Development Bank of India" payable at Lucknow or in the form of Bid Security.

3. Format of EMD/ Bid Security is prescribed in **Annexure- XII**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

4. No interest will be paid on EMD.

5. The EMD amount/ Bank Guarantee (BG) of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:

a) Receipt of the signed acceptance of contract and Performance Bank Guarantee from the successful bidder.

OR

b) The end of the bid validity period, including extended period (if any).

6. Successful Bidder will be refunded the EMD amount only after submission of performance bank guarantee by the bidder.

7. The bid security may be forfeited if:

- a) Bidder withdraws its bids during the period of bid validity.
- b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- c) In case of successful Bidder, if the Bidder fails to furnish signed acceptance of the contract or fails to furnish performance bank guarantee.
- d) In case the successful Bidder fails to provide the performance bank guarantee within stipulated period from the date of issuing the LOI / placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.
- e) Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

2.3 RFP closing date

RFP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' / schedule of events section' above, at the defined address of SIDBI Office premises.

2.4 RFP Validity period

The Bids must remain valid and open for evaluation according to their terms for a period of six (6) months from the date of the submission of bids.

2.5 Late RFP Policy

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

2.6 Receiving of RFP Response

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

2.7 Request for information

Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.

All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

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

The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

2.8 Pre-Bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

2. It would be the responsibility of the Bidders to be present at the venue of the meeting.

3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the "Critical Information" Section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank website (www.sidbi.in) within 07 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

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

2.9 Disqualification

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

2.10 Selection Process

Successful Bidder will be selected through two bids evaluation process:

[A]. Technical evaluation [B]. Commercial evaluation

2.11 Details of Bids to be Submitted

1. Bidders are required to satisfy themselves with the eligibility criteria and submit their responses in Two separate envelopes, with contents of each as under:

Envelope	Bid Contents	No. of Copies	Label of Envelope
I	<p>Technical Bid</p> <p>The Technical Bid should contain the following information:</p> <ul style="list-style-type: none"> i. Covering letter as per Annexure- I of this document. ii. Technical bid as per Annexure- IA of this document. iii. DDs/Instruments towards bid price iv. DDs/Instruments towards Earnest Money Deposit (EMD) <p>OR</p> <p>Bank guarantee towards EMD as per format prescribed in Annexure- XII</p> <ul style="list-style-type: none"> v. Declaration regarding clean track record, as per format prescribed in Annexure-VIII vi. Bank Mandate Form as per format prescribed in Annexure-VII. vii. Description of the methodology and work plan for performing the assignment. viii. List of the key professionals and the support staff for each phase of 	Hardcopy – and a CD containing Softcopy	<p>“Technical Bid - Information Systems Audit – RFP tender no. 314/2019/1335/ HO1/IAD dated May 23, 2018</p>

	<p>the assignment as per Annexure XIII.</p> <p>ix. Any additional information including assumptions that the Audit team may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the audit team.</p> <p>x. Duly signed authority letter by the competent authority of the bidder, authorizing the executants to sign the bid on behalf of the firm.</p> <p>Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.</p>		
II	<p>Commercial Bid</p> <p>i. Commercial Bid as per format prescribed in Annexure- II</p>	Hardcopy	<p>“Commercial Bid- Information Systems Audit RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018</p>

Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Information Systems Audit – RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018”.

2. All the individual envelopes must be super-scribed with the following information as well:
 - i. Name of the bidder, Contact Number and email id.

- ii. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.
- iii. Envelope I should also contain softcopy of respective response documents in a DVD.

2.12 Pre Contract Integrity Pact (IP) IP is an agreement between the prospective bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-X** on the letter head of the bidder. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of work Order.

2.13 Non-disclosure Agreement

Selected bidder has to submit Non-disclosure Agreement as per the format at Annexure – IX.

Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed/mailed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. **The RFP is floated on SIDBI website <http://www.sidbi.in>**, SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on SIDBI website. Bidders must have close watch on SIDBI website during the intervening period before submitting response to RFP.
7. The bidder cannot quote for the project in part.
8. Each bidder shall submit only one proposal.

3. Background

3.1 About SIDBI

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

SIDBI is catering to MSME sector on pan India basis and is having Head Office at Lucknow, Head Office (HO) Departments at Mumbai and New Delhi, Regional Offices (RO) at 09 locations and Branches (BO) at 80 locations. The employee strength as on March 31, 2017 was 1173.

Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas like risk capital/equity, sustainable finance, receivable financing, service sector financing, cluster specific financial products, schemes and processes, funding for MSME infrastructure and funding for marketing activities.

Detailed information on the functions of the bank is also provided on the website, www.sidbi.in.

3.2 Present IT setup:

SIDBI has its Datacenter at Mumbai and DR Site at Chennai. All the applications are hosted at Datacenter and the same are accessed over MPLS VPN. In the event of failure of Datacenter, DR Site is activated. The Information Technology Vertical (ITV) is located at Mumbai.

All BOs are connected to the DC through MPLS VPN based WAN with RF/3G/CDMA as backup. These offices use Citrix client and browser (IE) to connect to the DC at Mumbai and access the application software hosted on application servers (Citrix XenApp & Web Servers).

DC is having around 148 equipment's (servers [Physical / Virtual] / Storage / Chasis / enclosures). Office 365 is being used as the email Messaging system for all the offices of SIDBI. Some of the application software implemented at SIDBI are Core Banking Solution (Flexcube), Direct Finance System, Refinance System, Bills Finance System, Payroll etc. In addition, there are corporate level application software, being used only at Head Office Mumbai. The Bank has also set up of Disaster Recovery Site at Chennai having around 55 (servers [Physical / Virtual] / Storage / Chasis / enclosures).

The application development, maintenance and support is done in-house or outsourced on need basis. Most of the legacy applications have been developed (or ported to) in Oracle forms 6i (Client-Server mode) and are being used with oracle 11g database. Few applications have been developed on Java platform. SIDBI has also purchased and implemented software for some specific operations. Also some software have been developed using IBM Domino. Bank has implemented the Biometric Authentication System (BAS) for internal users.

IT Security Policy [ITSP] and Information Technology Procedure Manual [ITPM] is already in place for SIDBI, which forms the basis of day to day IT Operations.

4. Requirements

Objective

Information Systems (IS) Audit is for 3 year period tentatively from July 01, 2018 to March 31, 2021 comprising of IS Audit FY 2018, IS Audit FY 2019 and IS Audit FY 2020. There will be four components of IS Audit as follows:

IS Audit comprising of

Project 1: IS Audit – Application Software Audit (ASA)

Project 2: IS Audit – IT Control Review (ITCR)

Project 3: IS Audit – Network & Security Audit (N&SA)

Project 4: Verification of all the compliances.

Project	Area to be covered	5 Locations *
1	Application Software Audit (ASA)	Data Centre at Mumbai, Colocation of data center at Mahpe Navi Mumbai. DR site at Chennai, Colocation of DR site at Chennai and Lucknow.
2	IT Control Review (ITCR) (for 3 locations)	
3	Network and Security Audit (NSA) (for 3 locations)	
4	Verification of all compliances for the above projects.	

* Locations

1. Mumbai location includes: Mumbai Data Center, Mumbai Office located at MSME Development Centre, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.

Mumbai data center co-location site at CtrlS DataCenters Limited, Plot No. GEN 72/1/A, TTC Industrial Area, South Central Road, MIDC Industrial Area, **Mahape**, Thane, Navi Mumbai, Maharashtra 400710. It may be mentioned that the existing Data Center at Mumbai office is likely to be co-located at CtrlS DataCenter in the coming weeks/months.

2. Chennai location Chennai DR Site, Chennai Regional Office and Chennai Branch Office. All offices are located in one building at Overseas Towers, Door No.756 L, Opp. TVS, Anna Salai, Chennai – 600 002 and co-location site of Chennai DR site (to be firmed up).

3. Lucknow HO location: SIDBI Tower, 15, Ashok Marg, Lucknow – 226001.

The detailed scope of work, terms and conditions, bid format etc. are part of this document. Accordingly, SIDBI invites proposal in two separate envelopes (One for technical bid and other for commercial bid) for the above projects. The eligible audit firms [CERT-IN empaneled] having required competency to perform the above project may submit the bid.

The audit firm will be required to submit technical bid [Annexure I] and commercial bid quotation [Annexure II] in separate envelopes for the audit exercise. The selected audit firm will be awarded the audit exercises as per RfP.

The audit firm will be selected for a 3 year term starting from July 2018 to March 2021. **The audit firm will be required to conduct the IS Audit, review the compliances, verify the compliances and issue the closure certificate of the reports on an annual basis for a period of three years.**

The audit firm will be awarded the contract based on the lowest competitive bid for the total amount of the three year period as per the process given at section 6.2. However, the Payment will be made on yearly basis as per the terms and conditions.

5. Scope of the project for IS Audit.

5.1 The scope of project for IS Audit for FY 2018

The scope of the project for IS Audit FY 2018 - the first year of the proposed audit exercise to be conducted between July 2018 to March 2019 is as given below.

5.1.1 Scope of Application Software Audit (ASA)

- I. The Application Software Audit shall involve assessment of compliance with specifications, standards, contractual agreements, systems manual and user's manual, change management procedures, user training, user feedback, critical evaluation of confidentiality, integrity and availability of the applications and their interfaces which are under the purview of the audit.
- II. Functional review of application software shall include
 - a. Functionality implemented vis-à-vis the Bank's requirements,
 - b. Input, processing and output controls across various schemes
 - c. Accuracy, adequacy and integrity of data in reports and MIS
 - d. Accuracy and effectiveness of audit logs
 - e. Adherence of reporting to statutory requirements
 - f. Automated batch processing, scheduled tasks, critical calculations etc
 - g. End of Day, Start of Day, period closure operations including End of Month, End of Quarter and End of Year operations
- III. Application security review of application software shall include
 - a. Controls for performing parameter setup of functionality across the applications.
 - b. Segregation of duties.
 - c. Logical Access Controls to different functions automated processing, view/generation of reports, logs.
 - d. Process of customization and controls during Software Development Life Cycle (SDLC).
 - e. Controls in place for migration of changes from testing to production environment.
 - f. Password policy and implementation.
 - g. Database security controls.
 - h. Operating system security Controls.

Applications software should be reviewed for discovering hidden unknown bugs, unsecure coding methods, coding flaws etc. Which could prove to be potential source of vulnerabilities that could be exploited compromising the security of the application leading to further compromise of database or ICT of the Bank as a whole.

IV. Software audit of following applications are to be carried out.

1. Bills Finance System
2. Payment and Collection System (PnC)
3. RTI System
4. Payroll Software
5. Terminal Benefit System and
6. Electronic Meeting Software.

Details of the above Applications is given in Annexure III

The focus of the audit exercise will be on configuration, deployment, administration, access control, User id, Password management, performance tuning, Service pack / patch updation, logging and back up, business continuity and security aspects.

5.1,2 Scope of IT Control Review (ITCR)

Sr. No.	Activity	Mumbai & co-location	Chennai & co-location
1	IT Management	Y	N
2	Branch IT Management Issues	N	Y
3	Departmental setup	Y	N
4	IT Purchase	Y	N
5	Review of AMC and Facility Management Services, Help Desk	Y	Y
6	Physical access and Environmental controls	Y	Y
7	In house Application development, maintenance, application roll out and training.	Y	N
8	Outsourced development / purchase of application software	Y	N
9	Change Management Procedure	Y	N
10	Review of IT Infrastructure operations - Hardware, IT Asset Management	Y	Y
11	Risk assessment of IT Infrastructure	Y	Y
12	User id / password management and Logical access controls	Y	Y
13	Backup Procedure wherever applicable	Y	Y
14	Antivirus Measures	Y	N

Sr. No.	Activity	Mumbai & co-location	Chennai & co-location
15	End User Computing wherever applicable	Y	Y
16	Call logging in DC Support, Problem escalation, resolution	Y	Y
17	WAN Management and Network Administration – Issues at branch level	N	Y
18	Audit of backup process	Y	Y

Y : Indicates ‘Applicable’ N: Indicates ‘ Not Applicable’

- A detailed risk assessment of the IT infrastructure at Mumbai and Chennai is to be carried out.
- The risk assessment process should include identification and classification of potential threats and vulnerabilities, quantify loss exposures based on estimated frequencies.
- Recommendations on allocation of resources to mitigate risk involved so as to minimize total exposure.
- A draft report on the risk assessment including risk mitigation measures is to be submitted for review by SIDBI and acceptance.

5.1.3 Scope of Network and Security Audit (N&SA):

The network and Security audit should include analysis of network architecture for adequacy / appropriateness of the technologies deployed, capacity planning and redundancies, review of traffic flow, network performance, Configuration of network devices and network security devices, intranet/internet/extranet policies/controls, review of layered defense, routing policies, access controls, review of baseline security configurations/practices of architecture, devices in line with industry standards and relevant to Bank’s environment etc. provide the deficiencies, flaw in terms of availability, confidentiality and authenticity, threat profiling, risk assessment and proportionate controls/compensatory controls; recommendation for improvement.

Sr. No.	Activity	Mumbai & co-location	Chennai & co-location
1	Network issues – Performance monitoring of routers (CPU, Memory etc.), Latency measurement, CoS Implementation checking, Availability of Backup link, Network Availability, Capacity / Bandwidth utilization, Security – Encryption of data and physical security, Network	Y	N

Sr. No.	Activity	Mumbai & co-location	Chennai & co-location
	documentation, Internet usage policy. Review the need for the stand by router at MDC and the DR site.		
2	Network monitoring, Bandwidth utilization and monitoring, Firewall Policy, Squid Proxy Server.	Y	N
3	Review of the configuration, administration, hardening, regular backups of Citrix servers. Review of the controls with respect to the application software patch management.	Y	N
4	Review of Lotus Notes Administration, backup and hardening including patch management of Lotus Notes software. Review of the DR setup for the Lotus Notes.	Y	N
5	Review of hardening of Internet and SIDBI Website including the regular backup of the files and the configuration.	Y	N
6	Review of hardening, administration, analysis of logs and backup of Oracle databases including database level patches issued by Oracle. Review of the configuration document of the Oracle database, RMAN, ASM and Dataguard.	Y	Y
7	Review of the hardening of the Active Directory services and regular backup of the configuration.	Y	Y
8	Review of Enterprise backup system, backup policies including frequency of the backups, review of the backup documentation, day to day backup operations and keeping of the backup tapes in offsite locations.	Y	Y
9	<p>Review of the hardening of Unix servers (AIX, HP Ux, Solaris, Citrix Xen and Linux), Windows 2003 / 2008 Servers including the Virtual servers running the Windows OS, Routers, Firewalls Ironport, switches (both Layer 2 and Layer 3), SAN Storage systems and web servers.</p> <p>Core activities to be reviewed are</p> <ol style="list-style-type: none"> 1. Logical controls including password controls, user accounts in each server, handling of the passwords of the administrator level users, documentation of the people in the possession of such user ids. 2. Services and daemons - Review of unnecessary / insecure services and daemons 	Y	Y

Sr. No.	Activity	Mumbai & co-location	Chennai & co-location
	<p>such as telnet, ftp, rlogin, rcp, tftp, rexec etc. in each server / device.</p> <p>3. Logging and auditing - Review of the analysis of the server audit logs and resolution of the issues.</p> <p>4. Review of the application of the OS patches issued by the vendors from time to time.</p> <p>5. Review of the implementation of the host based firewalls at the OS level, if provided by the respective vendor and review of the restrictions of direct access to the database servers and Xen servers from all client PCs.</p> <p>6. Hardening of the ILO ports including the restriction of the access to such ports from all PCs.</p> <p>7. Review of the Antivirus (AV) engines used and the updation of the AV patches.</p> <p>8. Review of the failover configuration / setup of all database, SAN, application servers (RAID configuration, network etc.).</p>		
10	Review of middleware servers like (Websphere Portal Server, Oracle Application Server, MQ Series, Websphere Application Server, BO hosting reports, Tivoli Directory Services, Apache Server, etc.)	Y	N
11	Review of EMS Tools Server.	Y	N
12	Review of Security Audit of NDS System (RBI).	Y	N
13	Disaster Recovery Plan & effectiveness.	Y	Y
14	<p>Vulnerability Analysis (VA) and Penetration Testing (PT)</p> <p>a. External network vulnerability analysis and Penetration Testing needs to be carried out for all servers and security devices.</p> <p>b. Penetration testing for enterprise intranet is to be carried out.</p>	Y	N
15	<p>Vulnerability Analysis (VA) and Penetration Testing (PT) for following web application/domain name is to be carried out and the following common vulnerabilities should be checked:</p> <ul style="list-style-type: none"> - IP Spoofing - Buffer overflows - Session hijacks - Account spoofing - Frame spoofing - D-DoS attacks 	Y	N

Sr. No.	Activity	Mumbai & co-location	Chennai & co-location
	<p>- Caching of web pages - Cross-site scripting - Cookie handling A separate report to be submitted for each of the following web application and websites.</p> <p><u>web application</u></p> <ol style="list-style-type: none"> 1. https://mail.sidbi.in 2. https://drmail.sidbi.in 3. https://css.sidbi.in 4. https://onlineloanappl.sidbi.in 5. https://mobileapp.sidbi.in 6. https://mobileapp.sidbi.in/pushNotification 7. https://epay.sidbi.in/SIDBI_webservice/SIDBI_api.php 8. https://retbs.sidbi.in/RetiredEmployeeHRMS/UserLogin 9. https://fofapplication.sidbi.in 10. https://Fdappl.sidbi.in 11. https://mobile.sidbi.in 12. https://bams.sidbi.in/BoardDesk 13. https://mobileapp.sidbi.in:444/sidbi-api 14. https://mobileapp.sidbi.in:444/pushNotification 15. https://eagenda.sidbi.in 16. One mobile app regarding customer site visit. 17. https://sts.sidbi.in <p><u>Websites</u></p> <ol style="list-style-type: none"> 1 https://sidbi.in/ 2 https://smallb.sidbi.in/ 3 https://venturefund.sidbi.in/ 4 https://www.standupmitra.in/ 5 https://www.udyamimitra.in/ 6 https://www.sidbistartupmitra.in/ 		

Y : Indicates 'Applicable' N: Indicates 'Not Applicable'

Vulnerability assessment shall attempt to determine vulnerabilities that may enable unauthorized logical access to protected systems to an intruder who has limited and/ or no previous knowledge of the Bank's network due to the existence of vulnerabilities in the operating systems, database, networking

and security infrastructure and their configurations/authentication systems/access controls etc.

Penetration testing is to determine the effectiveness of the security of the organisation's infrastructure and its ability to withstand an intrusion attempt. This may be achieved by conducting both reconnaissance and a comprehensive penetration test.

Location wise list of Servers and Network Equipments is given in **Annexure-IV**.

5.1.4 Verification of all the compliances:

Follow-up activity for the compliances to the audit observations will be carried out by the auditor, and it is expected that after submission of compliance by IT vertical [ITV] SIDBI, audit firm will verify the compliance at SIDBI locations within two weeks of the submission of the compliances.

The focus of the audit exercise will be on configuration, deployment, administration, access control, User id, Password management, performance tuning, Service pack / patch updation, logging and back up, business continuity and security aspects.

5.2 The scope of the project for IS Audit FY 2019 - the second year of the proposed audit exercise to be conducted between April 2019 to March 2020 shall be same as per section 5.1 There may be around 6 different application softwares for ASA.

5.3 The scope of the project for IS Audit FY 2020 - the third year of the proposed audit exercise to be conducted between April 2020 to March 2021 shall be same as per section 5.1. There may be around 6 different application softwares for ASA.

5.4 Expected Deliverables

The selected audit firm will be required to submit the following documents after the audit exercise for each year for each location / office, and application software as mentioned below.

Deliverables

Sr. No.	Audit Projects	Report
1	Application software audit	1. Check list 2. Risk assessment report

Sr. No.	Audit Projects	Report
		3. Executive Summary
		4. Audit Report
2	IT Control Review	1. Check list
		2. Risk assessment report on IT infrastructure
		3. Executive Summary
		4. Audit Report
3	Network & Security Audit	1. Check list
		2. Risk assessment report
		3. Executive Summary
		4. Audit Report
	Vulnerability & Penetration Testing	VAPT report for each Web Application
4	Verification of all the compliances	Auditors comments / acceptance on all the compliances / report

The audit firm will submit detailed reports on the risk assessment and review of the projects undertaken at Mumbai, Chennai and Lucknow offices. Two sets of hard copy and soft copy on DVD (in MS Word format) of all audit reports including Executive Summary have to be submitted.

5.5 Terms and conditions

The terms and conditions of the work are given at Section 9. SIDBI reserves the right to modify them, if required, at time of issue of order.

The audit firm must also submit specific suggestions/ recommendations and other detailed steps for enhancing the Facility Management Services, Environmental Controls, Logical Access Controls & End User Computing, based on the best industry practices.

5.6 Time frame of the deliverables

- The selected audit firm will be required to start the project within 15 days from the date of placing the order for the audit.
- The audit exercise must be completed within 45 calendar days from date of starting the audit.
- All the draft reports of the agreed deliverables should be submitted by the firm within 60 days of the commencement of the audit.

-
- The final reports of the deliverables should be submitted by the firm within two weeks of receiving feedback on draft reports from IT vertical (ITV), SIDBI.
 - The audit, as mentioned above, has to be completed within time frame specified. It is expected that the audit firm may deploy multiple teams having professional expertise in the areas, to complete the audit projects within given time frame.
 - **IS auditor will be required to send the final report and final compliance verification report to Audit Vertical, SIDBI, Lucknow.**
 - **Follow-up activity for the compliances to the audit observations will be carried out by the auditor, and it is expected that after submission of compliance by IT vertical, SIDBI, audit firm will verify the compliance at SIDBI locations within two weeks of the submission of the compliances. After the verification of compliances it will be required to close the observations.**

6. Selection Criteria

6.1 Tender Methodology

- a) The tender methodology adopted is “Two Bid System” i.e., Technical Bid and Commercial Bid.
- b) The Technical Bid should be placed in a non-window sealed cover superscribed with “**RfP No. _____ “Technical Bid for Information Systems Audit “**”.
- c) **One Demand Draft/ Pay Order / Banker’s cheque of the sum of ₹1000/- (Rupees One Thousand only) towards non-refundable bid price / cost of tender separately and**
One Demand Draft / Pay Order / Banker’s cheque / Bank guarantee issued by a scheduled commercial bank of the sum of ₹1,00,000/- (Rupees One lakh only) towards EMD separately.
- d) The DD should be drawn in favour of “Small Industries Development Bank of India [SIDBI], payable at Lucknow “.
- e) The Commercial Bid should be placed in non-window sealed cover superscribed with “**RfP No. _____ “**”, “**Commercial Bid for Information Systems Audit “**”.
- f) All the covers, thus, prepared should also indicate clearly the Name and Address, Mobile no., email id of contact person of the Audit firm.
- g) The bidder shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- h) Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.
- i) Bids sent by fax or e-mail will not be considered for evaluation.
- j) Procurement Policy on Micro and Small Enterprises (MSEs)
 - i. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
 - ii. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of

Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

iii. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances.

iv. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

v. Bidder is required to inform its MSME status as per following definition, if applicable.

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

vi. Exemption on the above will be decided after perusing the documents of proof of MSME status.

vii. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with RfP document.

6.2 Selection process

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of Ranking methodology for Technical Evaluation (section 7.3). Arithmetical errors will be rectified on the following basis:

- i. 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.
- ii. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited.

- iii. If there is a discrepancy between words and figures, the amount in words will prevail.

Phase I – Technical Evaluation: Envelope I containing the technical bids will be opened and bidders meeting the eligibility criteria will be evaluated. All bidders scoring 75 marks or more than 75 marks (in technical criteria) will be selected as the Technically Qualified Bidders. In case, less than three bidders get more than 75 marks in the technical criteria, the top three bidders getting the maximum marks in Technical Capability will be given preference, subject to them getting at least 70 marks.

Phase II – Commercial Evaluation: All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation. The Commercial Bids for short listed Technically Qualified bidders after Phase I, will be opened. Based on Lowest Commercial bid (L1) cost only, the selection of L1 vendor will be done.

Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.

SIDBI will award the contract to the successful bidder(s) whose bid is the Lowest Commercial bid (L1).

Lowest cost bid (L1) would be arrived as follows:

$$L1 = X0 + X1 + X2$$

Where

X0 = NPV of T0 for 1st year.

X1 = NPV of T1 for 2nd year.

X2 = NPV of T2 for 3rd year.

The NPV for the quoted Total Cost inclusive of all taxes of bidder, will be calculated as per the following formula:

$$L1 = X0 + X1 + X2$$

$$Xn = \frac{Cn}{(1+r)^n}$$

Where:

- 'C' is the quoted total cost of audit inclusive of all taxes each year.
- 'r' is discount rate for calculation purpose will be taken as 8.32%.
- 'n' is number of years, i.e. 'n' is 0 for 1st year, 1 for 2nd year, 2 for 3rd year

Evaluation process as decided by the Bank will be binding to the bidders.

SIDBI in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposal submitted by the respondents. SIDBI may reject any / all proposal(s) at any stage without assigning any reason thereof.

7. Technical Bid

Project - Information Systems Audit for the 3 year term tentatively from July 01, 2018 to March 31, 2021.

Eligible audit Firms/organization [CERT-IN empaneled] meeting the eligibility criteria as described in the following sections will be considered for evaluation.

The Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.

7.1 Eligibility Criteria

Sr.No	Requirements	Compliance (Yes/No)
1	The bidder should be a government organization/ Public sector unit/ partnership firm / Limited Company/ Private Limited Company having its Registered Office in India. (documentary proof of the same / Certificate of Incorporation / Registration certificate is to be submitted.).	Yes/No
2	Existence in last 5 years and carrying out Information Systems Audit services since then. (Memorandum & Articles of Association should be attached, and evidences confirming year and area of activity.)	Yes/No
3	The bidder should have a minimum turnover of ₹1.5 crore annually, in the past 3 years (2016-17, 2015-16, 2014-15,). (Provide last three years audited Balance sheet and CA certificate) <u>Turnover in crores</u> FY 2016-17 = FY 2015-16 = FY 2014-15 =	Yes/No
4	The bidder should be maintaining / having positive networth and cash profit (i.e. no cash loss) in 2 years out of last 3 years. @ (Provide CA certificate) <u>Networth in crores</u> FY 2016-17 = FY 2015-16 = FY 2014-15 = <u>Cash profit in crores</u> FY 2016-17 =	Yes/No

Sr.No	Requirements	Compliance (Yes/No)
	FY 2015-16 = FY 2014-15 =	
5	The bidder must warrant that there are no legal actions being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as stated in this RfP, an undertaking specifying the nature of the legal action and the reasons why this shall not affect the bidder's ability to deliver shall be provided. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No
6	The Bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No
7	The Bidder must be having on their rolls, on permanent employment basis, a minimum of two (2 nos.) professionals who hold professional certifications like CISA/ CISM/ CISSP/ CEH)	Yes/No
8	The bidder must warrant that all team members proposed from the prime bidder organization must be permanent employees on the rolls on the organization. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No
9	Should deploy minimum one CISA qualified person apart from other Technical manpower (CISA/ CISM /CISSP/ CEH) qualified professionals (who are regular employees of the firm) for the ITCR, N&SA Audits and application software audit. (Proof of Certification should be attached).	Yes/No
10	Experience of conducting similar IS Audit as proposed by SIDBI. A minimum of 2 audit projects in Public Sector / Private Sector Banks or Public Financial Institutions in India.	Yes/No
11	IS Audit must either be a core activity of the firm or carried out by a regular departmental set up of the firm. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No
12	Organisation should be a valid member of Panel of IT Security Auditors empanelled by CERT-In (as per present list)	Yes/No

Sr.No	Requirements	Compliance (Yes/No)
	Documentary evidence of the same and letter from Cert-In should be attached / enclosed.	

@- Provide Audited Balance Sheet and CA certificate for last three years mentioning the turnover, net worth and cash profit.

Note: Proposals of bidders who do not fulfil the above criteria or who fail to submit documentary evidence thereon would be rejected.

7.2 Information required for Technical evaluation

Sr. No.	Particulars		Information to be furnished in whole number digit	Attachment Tag\$\$
1	Number of Information Systems Audit project done for Public Sector / Private Sector Banks or Public Financial Institutions in India. (Certificate/proof to be enclosed for the projects done in last 3 years)	No. of Information Systems Audit Project	Number: —	
2	No. of VAPT services towards websites and web applications, Internet Banking for Public Sector / Private Sector Banks or Public Financial Institutions in India. (Certificate/proof to be enclosed for the projects done in last 3 years)	No. of VAPT services	Number: —	
3	Total Number of Employees on the		Number: —	

Sr. No.	Particulars		Information to be furnished in whole number digit	Attachment Tag\$\$
	payroll of the company			
4	No. of qualified professional with CISA / CISSP/ CISM/ CEH certification to be deployed for the project onsite.		Number: —	
5	Approach & Audit Methodology			
6	<i>Details of CISA Professional who will be part of the project on site.</i>			
7	Scope of Audit with Deliverables (More elaborate scope mentioned will be given preference)			
8	Since how long the professional CISA/CISSP/CISM (to be deployed for the project onsite) are working with the audit firm.			

Note: Proposals of bidders who do not furnish the above information or who fail to submit documentary evidence thereon would be rejected.

7.3 Ranking methodology for Technical evaluation

Sr. No.	Particulars	Score Criteria	Score	Max score
Experience (50 Marks)				
1	Number of Information Systems Audit project done for Public Sector / Private Sector Banks or Public Financial Institutions in India. (Certificate/proof to be enclosed for the projects done in last 3 years)	3 or more IS Audit projects (excluding VAPT)	20	20
		2 (excluding VAPT)	15	

Sr. No.	Particulars	Score Criteria	Score	Max score
2	VAPT services towards websites and web applications, Internet Banking for at least 2 Public Sector / Private Sector Banks or Public Financial Institutions in India. (Certificate/proof to be enclosed for the projects done in last 3 years)	VAPT Services for 2 or more Public Sector / Private Sector Banks or Public Financial Institutions in India.	10	10
		VAPT Services for one Public Sector / Private Sector Banks or Public Financial Institutions in India.	5	
3	Total Number of Employees on the payroll of the company	More than 20 Employees	10	10
		Between 5 – 20 Employees	8	
		Below 5 Employees	4	
4	No. of qualified professional with CISA / CISSP/ CISM/ CEH certification to be deployed for the project onsite.	3 or more professionals	10	10
		1 - 2 professionals	8	
Methodology (50 Marks)				
5	Approach & Audit Methodology		10	10
6	<i>Details of CISA Professional who will be part of the project on site.</i>	<i>On-site 2 or more CISA professionals</i>	25	25
		<i>On-site 1 CISA professionals</i>	20	
7	Scope of Audit with Deliverables (Elaborate scope mentioned will be given preference)		10	10
8	For CISA/CISSP/CISM to be deployed for the project onsite – one mark for each professional for each completed year working with the audit firm.		5	5
Total				100

The maximum score in the technical evaluation is 100.

Bidders scoring 75 or more marks will be short listed for Phase II.

In case, less than three bidders get more than 75 marks in the technical evaluation criteria, the top three bidders getting the maximum marks will be short listed, subject to them getting at least 70 marks.

8. Commercial Bid

Information Systems Audit for the 3 year term tentatively from July 01, 2018 to March 31, 2021.

Eligible audit Firms/organization [CERT-IN empanelled] meeting the eligibility criteria as described in the following sections will be considered for evaluation.

The commercial Bid should contain the Total project cost, on a fixed cost basis. SIDBI will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc.

The format for the commercial bid is given below:

S. No.	Name of the Projects	Cost [₹]	Applicable Taxes, [₹]	Total Cost [Inclusive of all taxes, etc] [₹]	NPV [₹]
1	IS Audit – FY 2018 (inclusive all fees and expenses)				
	Contract rate for Application software audit of one application				
	Contract rate for Network & Security audit of one server				
	Contract rate for VAPT of one website/web application				
	Total			T0	X0
2	IS Audit – FY 2019 (inclusive all fees and expenses)				
	Contract rate for Application software audit of one application				
	Contract rate for Network & Security audit of one server				
	Contract rate for VAPT of one website/web application				
	Total			T1	X1
3	IS Audit – FY 2020 (inclusive all fees and expenses)				
	Contract rate for Application software audit of one application				

	Contract rate for Network & Security audit of one server				
	Contract rate for VAPT of one website/web application				
	Total			T2	X2
4	Total				L1

Lowest cost bid (L1) would be arrived as follows:

$L1 = X0 + X1 + X2$ where

X0 = NPV of T0 for 1st year.

X1 = NPV of T1 for 2nd year.

X2 = NPV of T2 for 3rd year.

$Xn = [\text{Total cost} / (1+r)^n]$

Date :

Signature of Authorised Signatory

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

9. Terms & Conditions:

9.1 Special Terms & Conditions:

- 1) The audit firm will offer commercial quote for cost plus applicable taxes for 3 year term period. The work order will be issued for a period of 3 years. However, the payment will be made on yearly basis.
- 2) Payment terms on annual basis will be as follows:
 - a) 50% of the total cost for the year on submission of draft Audit reports as per the scope.
 - b) 20% of the total cost for the year on acceptance and finalisation of all the reports i.e. on completion of all reports.
 - c) 30% of the total cost for the year on verification of the compliances and submission of closure certificate or one year starting from date of commencement of Audit for the respective year whichever is earlier.

TDS will be deducted at source for any payment made by SIDBI, as per applicable provisions of Income Tax Act / Rules.

- 3) SIDBI will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc.
- 4) SIDBI may impose penalty for the year, in case of delay of any deliverables at the rate of 1% per week delay, either for completion of audit exercises or submission of final draft report, subject to a maximum of 5% of the total cost for the year, for all delays attributable directly to the Audit firm.
- 5) The audit firm will not sub contract part or complete assignment to any other agency or individual. In case of such unavoidable circumstances, the audit firm has to take prior written permission from SIDBI for engaging such agency or individual.
- 6) The audit firm shall keep information related to SIDBI confidential and will not divulge to outside agencies without written consent from SIDBI.
- 7) The audit firm upon selection shall sign the declaration as given in the Annexure V, before commencement of the audit.
- 8) No payment will be released until the audit reports are submitted in the required format as given in Annexure VI.

9) In the event if the performance of the audit firm if found to be unsatisfactory during the project for any reason thereof, Bank reserves the right to terminate the project/work order prior to the three year term of the project. Bank reserves the right to appropriate the damages through encashment of EMD / Bid Security / Performance Bank Guarantee(PBG) given by the Audit firm.

10)In the event of audit firm wants to exit the project prior to the three year term of the project, the audit firm may do so by forfeiting the EMD / Bid Security / Performance Bank Guarantee (PBG) given by the Audit firm.

11)Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee [PBG] in the form and manner provided by the Bank as per Annexure XI equivalent to 10% of the total contract value for three years. The performance Bank Guarantee will be valid till atleast three months beyond the expiry of the contract period. The performance Bank Guarantee is to submitted within one month from the date of the award of the contract as per the format provided by the Bank.

2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, the Bank shall be entitled to invoke the performance bank guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.

3. The Bank Guarantee shall be released at the end of the period of project.

4. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as may be stipulated / required. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.

5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful

Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

6. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance bank guarantee accordingly.

9.2 General Terms and Conditions:

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the Audit firms and may be changed to specific terms and conditions with necessary changes with each Work Order as and when applicable).

i. Definitions

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

- a) “The Bank ” means Small Industries Development Bank of India (SIDBI);
- b) “The Contract” means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Supplier of goods and services, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- c) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- d) “The Goods” means all of the materials which the Supplier is required to supply to the Bank under the Contract;
- e) “The Services” means IT and IT related services, provision of technical assistance, training and other such obligations of the Supplier as applicable under the Contract;
- f) “TCC” means the Terms and Conditions of Contract contained in this section;
- g) “The Supplier” or “the Vendor” or “the Audit Firm” means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- h) “The Project Site” means various Head Office/Branches/Administrative offices of Small Industries Development Bank of India.

ii. Use of Contract Documents and Information

The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or furnish any provision thereof, or any specification, plan, drawing, pattern, sample or information, website contents, applications furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

iii. Governing language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

iv. Commercial Terms

All Payments will be made to the Audit firm in Indian rupee only.

The Audit firm must accept the payment terms proposed by the Bank. The financial bid submitted by the Audit firm must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Audit firm, in case of delays or defaults on the part of the Audit firm. Such withholding of payment shall not amount to a default on the part of the Bank.

Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

v. Applicable laws

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

Compliance with all applicable laws: The Audit firm shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force from time to time as made applicable, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RfP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

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

vi. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the

Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

vii. Force majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

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

viii. Forfeiture of performance security

The bid security [EMD] may be forfeited:

- if Audit firm withdraws its bid during the period of bid validity specified by the Audit firm on the Bid Form;

Or

- if the successful Audit firm fails to accept the order / sign the Contract Or furnish Performance Bank Guarantee.

The Bank shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

ix. Termination

The Bank may at any time terminate the contract by giving written notice to the Audit firm, if the Audit firm becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the successful Audit firm to accept the contract and furnish the Performance Bank Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering services;
- Delay in submission of reports / verification of compliances / issue of closure certificate beyond the specified periods;

In addition to the cancellation of the contract, Bank reserves the right to appropriate the damages through encashment of EMD / Bid Security / Performance Bank Guarantee given by the Audit firm.

x. Resolution of Disputes

It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Audit firm from misconstruing the meaning and operation of the RfP and the breach that may result.

In case of dispute or difference arising between the Bank and the supplier relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party

may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Audit firm shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Lucknow, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

10.

Annexures

Annexure I

Technical Bid letter

Bid Covering Letter (To be submitted on Bidder's company letter head)

Date:

The General Manager

Audit Vertical

Small Industries Development Bank of India,

4th Floor, SIDBI TOWER, 15, Ashok Marg,

Lucknow – 226 001

Dear Sir,

Information Systems Audit [IS Audit]

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

1. Bid Price: We have enclosed a Demand Draft/ Pay Order / Banker's cheque of the sum of **₹1000/- (Rupees One Thousand only)** towards non-refundable bid price / cost of tender.

2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / Pay Order / Banker's cheque / Bank guarantee issued by a scheduled commercial bank of the sum of **₹1,00,000/- (Rupees One lakh only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.

3. Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

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

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

Thanking you,

Yours sincerely,

Date :

Place :

Signature of Authorised

Signatory :

Name of the Authorised

Signatory :

Designation :

Name of the Organisation :

Seal ...

Enclose : Technical Bid, Demand Draft(s), Bank Mandate Form and DVD with soft copy of technical bid.

Annexure IA [Technical Bid]

Technical Bid

Information Systems Audit for the 3 year term tentatively from July 01, 2018 to March 31, 2021.

Eligible audit Firms/organization [CERT-IN empanelled] meeting the eligibility criteria as described in the following sections will be considered for evaluation.

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
	Audit Firm Details			
(i)	Name of the IS Audit Firm / Company.			
(ii)	Year of establishment of the audit firm.			
(iii)	Year of starting IS Audit Activity. No. of years of experience in IS Audit.			
(iv)	Type of Company [Government organization/ Public sector unit/ partnership firm / Limited Company/ Private Limited Company/LLP]			
v	Registration No. and Date of Registration.			
vi	Copy of Registration certificate to be enclosed (Yes/No)			
vii	Address of the Registered Office with contact numbers			
	Address			
	Land Line No.			
	Fax No.			
	Email address			
viii	GST No.			
ix	Permanent Account Number (PAN) Copy of PAN card attached (Yes/No)			
x	Service tax registration No			
xi	Financials			
xi(a)	Turnover in crores@			
	FY 2016-17 =			
	FY 2015-16 =			
	FY 2014-15 =			

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
xi(b)	Networth in crores@			
	FY 2016-17 =			
	FY 2015-16 =			
	FY 2014-15 =			
xi(c)	Cash profit in crores@			
	FY 2016-17 =			
	FY 2015-16 =			
	FY 2014-15 =			
xi(d)	Net profit in crores@			
	FY 2016-17 =			
	FY 2015-16 =			
	FY 2014-15 =			
	@Attach a copy of audited Balance Sheet and CA certificate for past three years mentioning the turnover, net worth, cash profit and net profit.			
xii	Contact details of Bidder's authorized representative to make commitments to SIDBI: (indicate contact person name, Designation, Company's address in India, Telephone No., Mobile No.Fax No., e-mail address)			
	Name			
	Designation			
	Office Address			
	Land Line No.			
	Mobile No.			
	Fax No.			
	Email address			
xiii	MSME status (Tick appropriate)			
	Company does not qualify the status of MSE			
	Company does qualify the status of MSE			
	SC/ST			
	MSE registration certificate attached (Yes/No)			
xiv	EMD details			

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
A	DD / Pay Order / Banker's Cheque / Bank Guarantee			
B	Number			
C	Date of issue			
D	Amount (Rs.)			
E	Issuing Bank			
xv	Application fee/ tender form cost details			
A	DD / Pay Order / Banker's Cheque			
B	Number			
C	Date of issue			
D	Amount (Rs.)			
E	Issuing Bank			
	Eligibility Criteria			
1	The bidder should be a government organization/ Public sector unit/ partnership firm / Limited Company/ Private Limited Company having its Registered Office in India. (documentary proof of the same / Certificate of Incorporation / Registration certificate is to be submitted.)	Yes/No	{attach certificate of incorporation / Registration certificate}	{proof provided at Annexure ___ / page ___ of the technical bid}
2	Existence in last 5 years and carrying out Information Systems Audit services since then. (Memorandum & Articles of Association should be attached, and evidences confirming year and area of activity.)	Yes/No		
3	The bidder should have a minimum turnover of `1.5 crore annually, in the past 3 years (2016-17, 2015-16, 2014-15). (Provide last three years Balance sheet and CA certificate)	Yes/No	Turnover in crores FY 2016-17 = FY 2015-16 = FY 2014-15 =	{proof provided at Annexure ___ / page ___ of the technical bid}
4	The bidder should be maintaining / having positive networth and cash profit (i.e. no cash loss) in 2 years out of last 3 years. @ (Provide CA certificate)	Yes/No	Networth in crores FY 2016-17 = FY 2015-16 = FY 2014-15 = Cash profit in crores	{proof provided at Annexure ___ / page ___ of the technical bid}

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
			FY 2016-17 = FY 2015-16 = FY 2014-15 =	
5	The bidder must warrant that there are no legal actions being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as stated in this RfP, an undertaking specifying the nature of the legal action and the reasons why this shall not affect the bidder's ability to deliver shall be provided. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No	{attach self declaration }	{proof provided at Annexure ___ / page ___ of the technical bid}
6	The Bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No	{attach self declaration }	{proof provided at Annexure ___ / page ___ of the technical bid}
7	The Bidder must be having on their rolls, on permanent employment basis, a minimum of two (2 nos.) professionals who hold professional certifications like CISA/ CISM/ CISSP/ CEH)	Yes/No	Total no. of employees on the payroll of IS audit Company= ___ No. of employees with professional certifications / Expertise / Skill Set – Resources on the Payroll of the company (CISA / CISM/ CISSP/ CEH certified Professionals)	{proof provided at Annexure ___ / page ___ of the technical bid}

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
			= __	
8	The bidder must warrant that all team members proposed from the prime bidder organization must be permanent employees on the rolls on the organization. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No	{attach self declaration }	{proof provided at Annexure __ / page __ of the technical bid}
9	Should deploy minimum one CISA qualified person apart from other Technical/professional manpower (CISA/ CISM /CISSP/ CEH) qualified professionals (who are regular employees of the firm) for the ITCR, N&SA Audits and application software audit. (Proof of Certification should be attached).	Yes/No	Name of the CISA qualified person to be deployed for the project= 1. Names of the other team members with qualification and experience which are likely to be deployed for the project= 2. 3. 4. 5.	{proof provided at Annexure __ / page __ of the technical bid}
10	Experience of conducting similar IS Audit as proposed by SIDBI. A minimum of 2 audit projects in Public Sector / Private Sector Banks or Public Financial Institutions in India.	Yes/No	Provide name of the Public Sector / Private Sector Banks or Public Financial Institutions in India where similar IS Audit is conducted during past three years. 1. 2. 3. 4. 5. 6. 7. 8. 9.	{proof provided at Annexure __ / page __ of the technical bid}

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
			10.	
11	IS Audit must either be a core activity of the firm or carried out by a regular departmental set up of the firm. [Letter of undertaking to this effect on company's letter head signed by company's authorized signatory]	Yes/No	{attach self declaration }	{proof provided at Annexure ___ / page ___ of the technical bid}
12	Organisation should be a valid member of Panel of IT Security Auditors empanelled by CERT-In (as per present list) Documentary evidence of the same and letter from Cert-In should be attached / enclosed.	Yes/No	{attach certificate}	{proof provided at Annexure ___ / page ___ of the technical bid}
13	Number of Information Systems Audit project done for Public Sector / Private Sector Banks or Public Financial Institutions in India. (Certificate to be enclosed for the last 3 years) No. of End to End application Audit for banks or Public Financial Institutions in India		Number: ___	{proof provided at Annexure ___ / page ___ of the technical bid}
14	No. of VAPT services towards websites, web applications, Internet Banking for banks or Public Financial Institutions in India		Number: ___	{proof provided at Annexure ___ / page ___ of the technical bid}
15	Total Number of Employees on the payroll of the company No. of CISA = No..of CISM = No..of CISSP = No..of CEH = Others = _____ Total = _____		Total Number: ___	{proof provided at Annexure ___ / page ___ of the technical bid}
16	No. of qualified professional with CISA / CISSP/ CISM/ CEH certificate to be deployed for the project.		Total Number: ___	{proof provided at Annexure ___ / page ___ of

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
	No. of CISA = No..of CISM = No..of CISSP = No..of CEH Total = _____			the technical bid}
17	No. of CISA professional on site for the project.			
18	Details of CISA, CISM,CISSP,CEH Professional and Other professionals who will be part of the project on site.			
	Sr.No. Name	Since when working with the company	Educational and Professional Qualification	Experience
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
19	<i>Describe Project Management clearly indicating about the composition of various teams.</i>			{proof provided at Annexure ___ / page ___ of the technical bid}
20	<i>Describe Approach, Audit Methodology and Standards to be used. Give the details of software to be used.</i>			{proof provided at Annexure ___ / page ___ of the technical bid}
21	<i>Indicate Project Plan with milestones and the time frame for completion of different activities as per the requirement under Section 5.6.</i>			{proof provided at Annexure ___ / page ___ of the technical bid}

Sr.No	Requirements/ Information about the Bidder			Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
22	Scope of Audit with List of deliverables vis-à-vis the time frame of the deliverables as per the scope of the project in Section 5.4.					{proof provided at Annexure ___ / page ___ of the technical bid}
23	Role and responsibility of SIDBI and the Audit firm. Explain other requirements from SIDBI, if any.					{proof provided at Annexure ___ / page ___ of the technical bid}
24	Briefly mention about, preferably 5 or more, IS audit projects with details of scope, duration, etc; related to the above project carried out in Banks / Public Financial Institutions in India in last three years.				Project Name Client Place Year 1 2 3 4 5	{proof provided at Annexure ___ / page ___ of the technical bid}
	Client Name	Contact Person	Contact no.	Email address	Scope of IS Audit activity	Audit period /date of audit
25	Briefly mention about, preferably 5 or more, VAPT services towards websites, web applications, Internet Banking carried out in Public sector Banks/ Private sector Banks / Public Financial Institutions in India in last three years.				Project Name Client Place Year 1 2 3 4 5	{proof provided at Annexure ___ / page ___ of the technical bid}
	Client Name	Contact Person	Contact no.	Email address	Scope of VAPT/ IS Audit activity	Audit period /date of audit

Sr.No	Requirements/ Information about the Bidder	Compliance (Yes/No)	Bidder's Response	Attachement Tag \$\$
26	Include job / experience / qualifications profile of the Project Manager and other key personnel to be involved in the project. (Please note that involvement of CISA/ CISM/ CISSP/ CEH professionals are a must in each team).		<u>Name</u> <u>Qualification</u> <u>Experience</u> 1 2 3 4	{proof provided at Annexure ___ / page ___ of the technical bid}
27	Whether Project Manager and other key personnel have experience in following areas			
i	Wide Area Network (IP based network with router, switch etc)	Yes/No		
ii	Security assessment: - Firewall , IDS, IPS, using network such as MPLS, leased lines, ISDN , dialups etc.	Yes/No		
iii	Operating Systems (Unix, Windows 2003, 2008 etc.)	Yes/No		
iv	Database (Oracle, MS SQL etc.)	Yes/No		
v	Centralised Data Centre operations with network, database setup	Yes/No		
vi	Vulnerability Assessment	Yes/No		
vii	Penetration Testing	Yes/No		
28	Any other related information, not mentioned above, which the audit firm wish to furnish including work experience with SIDBI.			{proof provided at Annexure ___ / page ___ of the technical bid}
29	Declaration of commercial terms and conditions, if any. It is expected that the firm will accept the conditions as stipulated by SIDBI. In case, some conditions are not acceptable or any additional conditions stipulated, the same may be indicated here.			{proof provided at Annexure ___ / page ___ of the technical bid}

@- Provide Audited Balance Sheet and CA certificate for last three years mentioning the turnover, net worth, cash profit and net profit.

Note: 1. All the relevant details & documentary evidence are to be furnished.

2. Proposals of bidders who do not fulfill the above criteria and who fail to submit documentary evidence thereon would be rejected.

Declaration

We hereby declare that the information submitted above is complete in all respect and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Date : Signature of Authorised Signatory

Place : Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

Note

- *Bidder response should be complete with all relevant documents attached.*
- *Documentary proof, sealed and signed by authorized signatory, must be submitted.*
- *Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.*
- *SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the reference site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.*
- *Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.*

Annexure II [Commercial Bid]

Commercial Bid

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

Commercial Bid

Information Systems Audit for the 3 year term tentatively from July 01, 2018 to March 31, 2021.

Eligible audit Firms/organization [CERT-IN empanelled] meeting the eligibility criteria as described in the following sections will be considered for evaluation.

The commercial Bid should contain the Total project cost, on a fixed cost basis. SIDBI will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc.

The format for the commercial bid is given below:

S. No.	Name of the Projects	Cost [₹]	Applicable Taxes, [₹]	Total Cost [Inclusive of all taxes, etc] [₹]	NPV [₹]
1	IS Audit – FY 2018 (inclusive all fees and expenses)				
	Contract rate for Application software audit of one application				
	Contract rate for Network & Security audit of one server				
	Contract rate for VAPT of one website/web application				
	Total			T0	X0
2	IS Audit – FY 2019 (inclusive all fees and expenses)				
	Contract rate for Application software audit of one application				
	Contract rate for Network & Security audit of one server				
	Contract rate for VAPT of one website/web application				
	Total			T1	X1
3	IS Audit – FY 2020 (inclusive all fees and expenses)				

	Contract rate for Application software audit of one application				
	Contract rate for Network & Security audit of one server				
	Contract rate for VAPT of one website/web application				
	Total			T2	X2
4	Total				L1

Lowest cost bid (L1) would be arrived as follows:

L1 = X0 + X1 + X2 where

X0 = NPV of T0 for 1st year.

X1 = NPV of T1 for 2nd year.

X2 = NPV of T2 for 3rd year.

Xn = [Total cost / (1+r)ⁿ]

Date :

Signature of Authorised Signatory

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

Cover – 1 Technical Bid

Tender No. 314/2019/1335/HO1/IAD dated May 23, 2018

From,

.....
.....
.....
.....
.....

Contact No. (Mobile and Landline)

To,
The General Manager,
Small Industries Development Bank of India,
Audit Vertical
SIDBI TOWER
15, ASHOK MARG
LUCKNOW - 226001

Cover – 2 Commercial Bid

Tender No.314/2019/1335/HO1/IAD dated May 23, 2018

From,

.....
.....
.....
.....
.....

Contact No. (Mobile and Landline)

To,
The General Manager,
Small Industries Development Bank of India,
Audit Vertical
SIDBI TOWER
15, ASHOK MARG
LUCKNOW - 226001

Annexure III [Details of Applications]

1. Bills Finance System

1.1 Basic Business Need

Bills Finance is a form of assistance to mitigate the receivables problem of suppliers belonging to Micro, Small and Medium Enterprises (MSMEs) and improve their cash flow / liquidity. SIDBI helps to mitigate the problem of delayed payments to MSMEs, by discounting of bills of exchange/invoices arising out of sale of indigenous components / parts / sub-assemblies /accessories /intermediates by an MSME unit. Services provided by an enterprise in the services sector (eligible service provider) to a Purchaser Company are also covered. Under this facility the important schemes being covered are RFS (Receivable Finance Scheme), Sellerwise Receivable Finance Scheme (SRFS), Invoice Discounting Scheme (IDS).

SIDBI has Bills Finance Software to support the business under this facility. Bills software is used in more than 50 branches of SIDBI.

1.2 Functionality and Process Flow in brief

Bills Finance software supports complete cycle of Account creation, Limit maintenance , Purchaser seller link, Discounting and Payment process, RTGS/NEFT instruction generation, Seller Advice, Demand generation, Repayment appropriation, Contra of Disbursement and Repayment, NPA marking, Penal Interest demand and appropriation, real time alerts for High Value and Exceptional transactions, Income apportioning, Waiver of Penal Interest, Retention refund etc. The modules are based on maker checker concept for most of the business critical functionalities. The software also supports some of the variants under the schemes like LC backed discounting, Modified Discounting, Seller wise sublimit, SRFS backed by invoices .

Also a web based access is provided to selected customers for uploading data from their SAP to be discounted at SIDBI end.

Module(E-discounting) is available for uploading discounting data received from Customers in excel - format for uploading and carrying out discounting.

There are around 30 frontend interface screens to carry out different functionalities. Around 60 reports are there to support the users to carry out disbursement, repayment, overdue monitoring, closing and housekeeping activities.

The software is also integrated with CIF(Customer Database), GL, MIS,RNMS(NPA monitoring) and ALM(Asset Liability) modules for accounting and subsequent reporting and monitoring.

1.3 Details of Platform used for the application

Back End:

Operating system : HP-Unix--

OS Version :

Database version : Oracle 11.2.0.4

Front End:

Platform : Windows 2008 R2 with Enterprise SP1

Client : Oracle 9i

Reports &Forms :Developer 6i

Application hosted on : Citrix

2. Payment and Collection System (PnC)

2.1 Basic Business Need

The PnC System is for automation of various functionalities towards third-party payments, money receipt / collection operations with maker-checker processes and also passing of corresponding accounting entries in General Ledger (GL) through interface. Bank's general ledger is maintained in Flexcube Core banking application.

There are around 30 frontend screens to carry out different functionalities.

The main modules are listed below: -

1. Master Maintenance:

Master Maintenance is used to create the Master records which will be used in Collection, Payments, cheque printing, and reports. Following Masters are available for Master Maintenance Module.

- a. Customer Bank
- b. Nostro Bank
- c. Transaction Code
- d. Cheque Return Reason
- e. Cheque Layout.

2. Collections:

Collection Module is used to create/modify/view/rectify/'clearance/dishonor' of the instrument collections. Following Options are available for Collection Module.

- a. Create New
- b. View
- c. Modify
- d. Rectify
- e. Collection Approval

3. Payments:

All the payments approved in various business applications are made available at this module, i.e. the common application for release of payments through different mode of payments i.e. DD/NEFT/RTGS etc. Nowadays, most of the payments are done through RTGS / NEFT. Such

payment instructions are generated from the system, signed by authorized signatory and forwarded to the corresponding bank for payment.

The following options will be available for Payments.

- i. Modify Payments
- ii. View Payments
- iii. Clearance/Dishonor

4. Daily fund Management (DFM):

DFM module is used for automation of inter-office fund transfer between HO and branches based on the surplus / deficit of fund at the branch.

The following are the modules under DFM

- Branch – for raising requests intimating surplus / deficit of funds
- HO Department – For processing of branch requests

The above modules are used by FUNDS DESK/branches for requesting/remitting the funds.

5. Reports:

Around 10 reports are there to support the users to carry out their daily activities.

2.2 Details of Platform used for the application

Back End:

Operating system: HP-UX
OS Version: B.11.31 ia64
Database version: Oracle 11g (11.2.0.4.0)

Front End:

OS – Red Hat Linux 6.9 64-bit X86_64
Application Server: - IBM Web Sphere Application server 8.5.5.8.
Reports & Forms: Oracle Forms and reports Server 10.1.0.2.0
Single Sign On: IBM web sphere portal server 6.0, IBM TDS 6.1.
Framework: Struts and Hibernate (MVC Architecture).

3.RTI System

RTI [Right to Information] Application Software

This application software is basically to capture the details of RTI applications received from an applicant. CPIO accepts the application and replies to the applicant within a fixed time frame. In the same way, if the applicant is not satisfied with the reply of CPIO, the applicant can go for a appeal to Appellate Authority [AA] for the same. If further, applicant is not satisfied with the reply of AA, the applicant can go to CIC [Central Information Commission]. All these details are captured in RTI application software.

Based on information punched in the software, various MIS reports are generated by the concerned department. The reports like no of application received, no of application closed, no of interim reply against the applications.

Functionalities

- CPIO receives the RTI application of an applicant.
- The application is inwards in RTI software with application details.
- CPIO may reject the application based on the applicability of the information asked in application.
- CPIO replies to the applicant within a stipulated time frame. The letter sent is also outwards in the RTI software.
- If the applicant is not satisfied with the reply of CPIO, the applicant can go for a appeal to the Appellate Authority [AA] for the information. The appeal information is again inwards in RTI software in reference with earlier inwards application.
- AA replies to the applicant in stipulated time frame and is outwards again in the system.
- If applicant is still not satisfied with the reply of AA, the applicant can go to CIC [Central Information Commission].
- RTI application software has a option for interim reply to the applicant and moreover, for the clarifications asked from applicant.
- For each level of CPIO, AA & CIC, the application is marked as closed.

4. Payroll Software

Payroll Software: Central Salary Processing Cell [CSPC]

Payroll Processing

- Payroll Software processes the salary of all active employees as per HRMS software.
- All pay and recovery components have been automated with discrete functions as per the eligibility in each grade.
- Arrear Module is used for calculating all types of arrears for an employee, it may be due to revision, JAIIB/ CAIIB from previous date, recoveries in r/o Penalties imposed.

Integration with HRMS Software

- Tightly linked with HRMS software for picking up the personal details of each employee.
- The increment processing in r/o JAIIB/ CAIIB/ Normal Promotion/ Penalties etc takes place each month on the basis of HRMS data.

Integration with CAP Software

- Tightly linked with CAP Software for picking up any recovery to be made.
- Pick the recoveries for a month related to VOF recoveries, Holiday Home Recoveries, LFC amount paid and tax deducted for taking into additional income and taxes paid.

Integration with Accommodation (AMA) Software

- Tightly linked with AMA Software for calculating HRA/ VOF recovery based on the accommodation available in AMA software.

Recoveries

- PF recoveries, Income Tax calculated and recovered on monthly basis and projected Income Tax is shown in Salary slip.
- Loan recovery for Festival Advance, Housing Loan, Consumer Article Advance, Vehicle Loan, Computer Loan are taken from CAP Software automatically.
- IDBI Society recovery received from IDBI Co-operative Society is loaded every month into Payroll Software for recovery.

Integration with FlexCube

- GL Accounting has been automated for passing GL entries into respective GL Codes under FlexCube.

Payslip Generation & Reports

- Provision for generation of payslips through front end and sending the same thru email.

-
- Salary Data file is generated in text format which is then converted into Excel file format as IDBI desires the same in Excel format.
 - Payroll Arrear Report has been developed to show the summary of payments and recoveries in arrear calculation.

5.Terminal Benefit System

Terminal Benefit System (TBS) Software

TBS Processing

- Software processes the terminal benefits applicable for an employee on retirement/ resignation marked in HRMS software.
- The processing provides the information about the pension eligible, gratuity amount, OL encashment and tax applicable.
- The desk user processes TBS as and when an employee retires/ resigned on last date of month.

Integration with HRMS Software

- Tightly linked with HRMS software for picking up the personal details of each employee.
- Picks up the OL balances from HRMS for calculating the eligible OL amount.

Integration with Payroll Software

- Tightly linked with Payroll Software for picking up all loan outstanding balances for settlement.
- Picks up and loads the Tax Details (Paid and Payable) from payroll software and recalculate the tax applicability.
- Picks up the salary details of at least 20 Months salary for selection of any 10 months out of it, for arriving the applicable pension amount.
- Calculates the gratuity applicable amount based on Salary data.

Integration with Pension Software

- Tightly linked with Pension software for pushing up the eligible pension records of data and personal details. Based on this data, Pension software processes the pension for each retiree.

Integration with GL

- GL Accounting has been automated for passing GL entries into respective GL Codes under separate GL Schema.

TBS Generation & Reports

- Provision for generation of various reports for Pension details, OL encashment calculation, Gratuity details and applicable taxes in HTML formats.

6. Electronic Meeting Software

Electronic Meeting Software

Business Requirement

Electronic Meeting Software (EMS) is for the automation of board and committee meeting processes in more efficient and effective way. Currently EMS has been deployed for SIDBI and its subsidiaries for Various meetings like Board of Directors, Audit Committee (AC), Executive Committee (EC), Asset Liability Management Committee, IT Committee, Nomination and Remuneration Committee (NRC), Risk Management Committee, Recovery Review Committee (RRC), Special Committee to Monitor Large Value frauds (SCMLVF), IT Strategy Committee (ITSC) for agenda & minutes.

Salient features of the Electronic Meeting Software include:

- Browser based and app based system for any PC, Laptop, iOS & Android devices (like iPad, smart phones and tablets).
- Application interface for the secretaries / designated officers / board division and others committees as per bank's requirement.
- Bulk upload of agenda and docs.
- Preparation of minutes of meeting (MOM), Action Taken Report and also record meeting attendance.
- 'Work Offline' feature allows Directors to operate without internet access.
- Power Search – Instant access of old meeting data with word based search (agenda, follow-up, documents, etc).
- Easy navigation with page numbers, comments search, bookmarks, scroll, zoom in, zoom out.
- Built in support for common documents – Supports all types of documents.
- SMS and Email alerts. Option to share comments (Text, free draw & highlight).
- Ease of preparation, production and distribution of board/committee books.
- Safe guard data with world class security features like encryption, authentication & authorization among other several features.
- Third party certified security features like access control, encrypted password, password attempts, audit log, download watermark of user name in docs.

Details of Platform used for the application

Dot NET Framework

IIS Server for deployment

MS SQL Database

Windows Server Operating System

Back End:

Operating system: Windows

OS Version: B.11.31 ia64

Database version: MS SQL

Front End:

OS – Red Hat Linux 6.9 64-bit X86_64

Application Server: - IIS Web Server

Dot Net Framework

Reports & Forms: Oracle Forms and reports Server 10.1.0.2.0

Single Sign On: IBM web sphere portal server 6.0, IBM TDS 6.1.

Framework: Struts and Hibernate (MVC Architecture).

Annexure IV [List of Servers/Equipments]

Location wise list of Servers and Network Equipments for (Network Security Audit)			
Location	Hardware Details	No of items	
MDC	WIN 2003 R2 STD	11	
	WIN 2008 / 2012 R2 STD	57	
	Citrix Xen	9	
	Linux Server	56	
	IBM AIX Server	1	
	HP Unix	4	
	Router – WAN Connectivity		
	Cisco 3900 Series	2	
	Cisco 3800 Series	2	
	Cisco 1900 Series	1	
	Router – Internet Connectivity		
	Cisco 4000 Series	2	
	Router – NDS Connectivity		
	Cisco 800	2	
	Router – Thompson Reuters Connectivity		
	Juniper SRX 550	2	
	Security Devices and Link Load Balancers		
	Blue Coat ASG 200	2	
	Cisco FirePower IPS	2	
	Fortinet - Fortigate 3600 C	2	
	CheckPoint 15400	2	
	Radware LinkProof - Link load balancers	2	
	Fortinet - Fortigate 60E	2	
	Fortinet - FortiAnalyzer	1	
	Network Switches		
	Cisco 6500 Series	2	
	HP 7900 Series	2	
	HP 2530 Series	1	
	HP 5100 Series	4	
	HP 5900 Series	8	
	DR, Chennai	WINDOWS 2003/2008/CITRIX ZEN	29
		HP-UX	1
Linux		25	
Router – WAN Connectivity			
Cisco 2900 Series		3	
Cisco 1900 Series		1	
Router – Internet Connectivity			
Cisco 4000 Series		2	
Router – NDS Connectivity			
Cisco 800		1	
Security Devices			

Checkpoint 5900	2
Fortinet - Fortigate 1200 D	2
Fortinet – FortiAnalyzer	1
RADWARE – Link Load Balancer [Will be installed shortly]	2
Blue Coat ASG 200	2
Fortinet - Fortigate 60 D – NDS Connectivity	1
Network Switches	
Cisco 3750	1
HP 2530	5
Cisco 5900	4
HP 5100 Series	4
HP 7900 Series	2

Annexure V [Declaration to be signed by the vendors]

**Declaration to be signed by the
third party vendors / service provider**

(to be filled in by authorised signatory of the vendor
/ service provider while accepting the order)

In case of a limited company

I, Shri _____, son / daughter of Shri _____, aged about ___ years, Indian inhabitant residing at _____, do hereby solemnly declare and state as follows:

(i) I am a Director/ the Managing Director / _____ (designation) of _____ Ltd., a Company within the meaning of the Companies Act, 1956 and having its Registered Office at _____ (hereinafter called "the Company") and I am duly authorised by the Company to make this declaration for and on behalf of the Company.

In case of a partnership firm.

We,

1. Shri _____, son / daughter of Shri _____, aged about ___ years, Indian inhabitant residing at _____,
2. Shri _____, son / daughter of Shri _____, aged about ___ years, Indian inhabitant residing at _____,
3. Shri _____, son / daughter of Shri _____, aged about ___ years, Indian inhabitant residing at _____,

the partners of _____, a partnership firm carrying on its business at _____ (hereinafter referred to as "Firm") do hereby solemnly declare and state as follows:

(i) We say that we are the partners of the firm.

In case of a proprietary concern.

I, Shri _____, son / daughter of Shri _____, aged about ___ years, Indian inhabitant residing at _____ do hereby solemnly declare and state as follows :

- (i) I say that I carry on business in the name and style as M/s _____ as a Sole Proprietary Concern at _____,
- (ii) I / We will keep information related to SIDBI confidential and will not divulge to any outside agency or person without written consent from SIDBI. This shall include passwords, access codes, pass phrases used by the personnel of my company. I / We will ensure that any user ids / manuals / SIDBI related information in printed / soft form / hardware items used by the personnel of my company shall be returned / handed over to the concerned person in SIDBI upon the completion of the task assigned to the company or as per the guidelines issued by SIDBI.
- (iii) I / We shall also indemnify and keep SIDBI indemnified against all losses, damages, costs, claims and expenses whatsoever which SIDBI may suffer, pay or incur by reason of or in connection with any such default on the part of the _____(firm /company).

Date : Signature of Authorised Signatory

Place : Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

**Declaration to be signed by employees
of the third party vendor / service provider**

(to be filled in by each vendor / service provider personnel)

I _____, representative / service engineer of M/s _____ do hereby declare that I will faithfully, truly and to the best of my knowledge and ability, execute and perform the duties required by me for Small Industries Development Bank of India (SIDBI) as per the terms & agreement of SIDBI entered into with the vendor / service provider - M/s _____ .

I further declare that I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of SIDBI and its affiliates. I will hand over any user ids / manuals / SIDBI related information in printed / soft form in my possession / hardware items used by me to the concerned person in SIDBI upon the completion of my task. I will not divulge passwords, access codes, pass phrases used for discharging my duties to any person not legally entitled thereto.

I also do hereby declare that I agree to abide by the instructions / guidelines given by SIDBI from time to time.

Date : _____ Signature of Authorised Signatory

Place : _____ Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

Annexure VI [Format for Audit Report(MS word file)]

Format of Audit Report (MS Word file)

Audit Report

IS Audit FY 2019 – [1] Application Software Audit,
[2] IT Control Review and
[3] Network security audit of Mumbai Data Center (MDC), Co-location of Mumbai Data Center, Disaster Recovery Site at Chennai (DRC) & Co-location of Disaster Recovery Site.

1. Details of Audit

Auditee office	Mumbai Data Centre, Mumbai Office, Co-location of Mumbai Data Center. Chennai DR Site, Chennai Regional office, Chennai Office, Co-location of Chennai DR Site. Application Softwares - <i>Bills Finance System, Payment and Collection System(PnC), RTI System, Payroll Software, Terminal Benefit System and Electronic Meeting Software.</i>
Audited by	Name of the Audit Firm
Audit period	FY 2018
Date of Audit	
Report issued on	

- The project wise number of observations with risk level are as under

S.No.	Project Name	Risk level	Number of observations
1	Application Software Audit		
	a) Application Software Audit of <i>Bills Finance System</i>	High	
		Medium	
		Low	
	b) Application Software Audit of <i>Payment and Collection System(PnC)</i>	High	
		Medium	
		Low	
	c) Application Software Audit of <i>RTI System</i>	High	
		Medium	
		Low	
	d) Application Software Audit of <i>Payroll Software</i>	High	
		Medium	
		Low	
		High	
		Medium	

S.No.	Project Name	Risk level	Number of observations
	e) Application Software Audit of <i>Terminal Benefit</i>	Low	
	f) Application Software Audit of <i>Electronic Meeting Software</i>	High	
		Medium	
		Low	
2	IT Control Review (ITCR) of (a) Mumbai Data center and (b) Mumbai Office, (c) Co-location of Mumbai Data Center.	High	
		Medium	
		Low	
	IT Control Review (ITCR) of (d) Chennai DR site, (e) Co-location of Chennai DR site, (f) Chennai Regional Office and (g) Chennai Branch Office.	High	
		Medium	
		Low	
3	a) Network & Security Audit (N&SA) of (i) Mumbai Data Centre(MDC) (ii) Co-location of Mumbai Data Center.	High	
		Medium	
		Low	
	b) Network & Security Audit (N&SA) of (i) DR Site Chennai (DRC) (ii) Co-location of Chennai DR site	High	
		Medium	
		Low	
	c) VAPT-Web application/ domain name	High	
		Medium	
		Low	
	d) VAPT-Web application/ domain name	High	
		Medium	
		Low	
	e) VAPT-Web application/ domain name	High	
		Medium	
		Low	
	VAPT-Web application/ domain name	High	
		Medium	
		Low	
	VAPT-Web application/ domain name	High	
		Medium	
		Low	

S.No.	Project Name	Risk level	Number of observations
	VAPT-Web application/ domain name	High	
		Medium	
		Low	
	Overall	High	
		Medium	
		Low	

Overall there are xxxx observations (High- xxx, Medium- xxx, Low - xxx)

2. Project wise details of observations

S. No.	Observation	Risk Level [H/M/L]	Impact Analysis and Recommendation for Risk Mitigation
Project Name: Application Software Audit of Bills Finance System			
1	•		
2 ...	•		
Project Name: Application Software Audit of Payment and Collection System(PnC)			
1	•		
2 ...	•		
Project Name: Application Software Audit of RTI System			
1	•		
2 ...	•		
Project Name: Application Software Audit of Payroll Software			
1	•		
2 ...	•		
Project Name: Application Software Audit of Terminal Benefit System			
1	•		
2 ...	•		
Project Name: Application Software Audit of of Electronic Meeting			
1	•		
2 ...	•		

Project Name: IT Control Review (ITCR) of Mumbai data center, Co-location of Mumbai Data Center, Mumbai Office				
1	•			
2 ...	•			
Project Name: IT Control Review (ITCR) of Chennai DR Site, Co-location of Chennai DR site, Chennai Regional Office, Chennai Office				
1	•			
2 ...	•			
Project Name: Network & Security Audit (N&SA) of Mumbai Data Centre (MDC), Co-location of Mumbai Data Center				
1	•			
2 ...	•			
Project Name: Network & Security Audit (N&SA) of DR Site Chennai (DRC), Co-location of Chennai DR site,				
1	•			
2 ...	•			
	• Project Name: VAPT-Web application/ domain name			
1	•			
2 ...	•			
	• Project Name: VAPT-Web application/ domain name			
1	•			
2 ...	•			
	• Project Name: VAPT-Web application/ domain name			
1	•			
2 ...	•			
	• Project Name: VAPT-Web application/ domain name			
1	•			
2 ...	•			
	• Project Name: VAPT-Web application/ domain name			

1	•			
2 ...	•			
	• Project Name: VAPT-Web application/ domain name			
1	•			
2 ...	•			

Annexure VII [Bank Mandate Form]

Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise

any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

.....
.....

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Bank)

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

^{1, 2}: Note on IFSC / MICR

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

Annexure VIII [Declaration Regarding Clean Track Record]

Declaration Regarding Clean Track Record

General Manager

Audit Vertical

Small Industries Development Bank of India,
SIDBI Tower
15, Ashok Marg
LUCKNOW – 226001.

Dear Sir,

Declaration Regarding Clean Track Record

RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018

I/we have carefully gone through the Terms & Conditions contained in the RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018 regarding Information Systems Audit in SIDBI.

I/we hereby declare that our Company/organization/Firm/LLP has not been debarred/ black listed by any Public Sector Bank, PSU, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years. I/we further certify that I am/we are competent officer in my Company/organization/Firm/LLP to make this declaration that my/our bid is binding on me/us and persons claiming through me/us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date :

Signature of Authorised Signatory

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

Annexure IX [Non-Disclosure Agreement]

Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Information Systems Audit**” as per scope defined in the Request for Proposal RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

Date :

Place :

Signature of Authorised Signatory

Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

Annexure X [Pre Contract Integrity Pact]

Pre Contract Integrity Pact

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on --- day of the month of ----, 2018 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes information systems audit and the BIDDER/Seller is willing to offer/has offered the services and

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

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

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

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

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

Commitments of the BUYER

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

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual,

firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

- Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. **Earnest Money (Security Deposit)**
- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount --- (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft on a Pay Order in favour of -----
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RFP..
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
6. **Sanctions for Violations**
- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer

in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

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

and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Details of Independent Monitor are:

Independent External Monitor / स्वतंत्र बाह्य मॉनिटर	
1	<p>श्री अशोक सन्हा (आईएएस सेवानिवृत्त), ययाती 13, सेक्टर 58-ए, नेरुल (पश्चिम), पाम बीच रोड, नवी मुंबई 400706, फ़ोन : 9821844044, मेल ईद : asinha51@gmail.com</p> <p>Shri. Ashok Sinha, (IAS retd.), 13 Yayati, Sector-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Ph: 9821844044, Mail id: asinha51@gmail.com</p>

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the

documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

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

11 **Other Legal Actions**

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

12. **Validity**

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

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

13. The parties hereby sign this integrity Pact, at _____ on ____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

SIDBI

Witness

Witness

1. _____

—

1. _____

2. _____

2. _____

—

Annexure XI [Performance Bank Guarantee]

Performance Bank Guarantee

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

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

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

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Information Systems Audit**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.

8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.

9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ _____ (Rupees _____).

10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).

13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of

all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)”

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

In witness where of we have set and subscribed our hand and seal this day of2016.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

Annexure XII [EMD/BID Security Form]

EMD/BID SECURITY FORM

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

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

WHEREAS (Name of consultant) (hereinafter called "the Vendor") has undertaken, in pursuance of RFP tender no. 314/2019/1335/HO1/IAD dated May 23, 2018 for **Information Systems Audit** (Herein after called "the RFP") to you.

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

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

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

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

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

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

1. Any time or waiver granted to the vendor;



2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the consultant or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the consultant;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the consultant;
7. any petition for the winding up of the consultant has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

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

Signature and Seal of Guarantors (Consultant's Bank)

.....

Date.....

Address

.....

.....

Annexure XIII [List / Details of CISA & others Professionals]

Sr.No.	Details of CISA Professional and Other professionals who will be part of the project.			
	Name	Since when working with the company	Educational and Professional Qualification	Experience
	<i>ONSITE</i>			
1				
2				
3				
4				
5				
6				
	<i>OFFSITE</i>			
1				
2				
3				

Date :

Signature of Authorised Signatory

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation:

Seal

END of RfP