

**REQUEST FOR PROPOSAL (RFP) FOR
INFORMATION SYSTEMS AUDIT
2009-10**

भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India
Information Services Department
3rd Floor, SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
Website :www.sidbi.in



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)*

Critical Information Summary

SIDBI

PUBLIC TENDER NO. 400/2010/558/BYO/ISD

- 1) The RfP is posted on SIDBI website www.sidbi.in. SIDBI reserves the right to change the audit requirements. 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 tenders received without assigning any reason whatsoever.

NOTE:

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

Schedule of events :

Sl. No.	Bid Reference -		
1	Purpose	Information Systems Audit - 2009-10	
2	Cost of Tender	Rs. 500/-	
3	EMD	Rs. 10,000/- To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai. The above 2 amounts can be paid by a single DD for Rs.10,500/-	
4	No. Of Envelopes (Non window, sealed) to be submitted	Two (2) Envelopes Envelope 1 containing: 1. Technical Bids as per Section 5 (Submit 1 hard copy and 1 soft copy in CD) 2. DD towards cost of tender & EMD. Envelope 2 containing: Commercial Bid as per Section 6 (Only one bid to be kept)	
5	Last Date of Submission of Bids	Jan 20, 2010 by 4:00 pm	
6	Venue, Date and time of opening of Bids, except Commercial Bids.	At 5:00 PM, on last date of bid submission, at the address given at Sr. no. 10	
7	Pre-bid meeting	Jan 12, 2010 at 3.00 PM	
8	Response to clarification / pre bid meeting to be put on web site	Jan 14, 2010	
9	Bid Validity	90 days from the last date of submission	
10	Address for submission of Bids	The General Manager (Systems) SIDBI SME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex,Bandra(East) Mumbai - 400 051 Ph : 67531100 Fax: 67531236	
	Contact Persons		
11	Name & Designation	Phone	E-mail
	Smt. N Uma AGM (Systems)	67531319	numa@sidbi.in

Table of Contents

SCHEDULE OF EVENTS :	3
1. INTRODUCTION AND DISCLAIMERS	6
1.1 PURPOSE OF RFP	6
1.2 INFORMATION PROVIDED	6
1.3 DISCLAIMER	6
1.4 COSTS TO BE BORNE BY RESPONDENTS	6
1.5 NO LEGAL RELATIONSHIP	6
1.6 RECIPIENT OBLIGATION TO INFORM ITSELF	6
1.7 EVALUATION OF OFFERS	7
1.8 ERRORS AND OMISSIONS	7
1.9 ACCEPTANCE OF TERMS	7
1.10 LODGMENT OF RFP	7
1.11 REQUESTS FOR PROPOSAL	8
1.12 NOTIFICATION	8
1.13 DISQUALIFICATION	8
2. BACKGROUND	9
ABOUT SIDBI	9
PRESENT IT SETUP:.....	9
3. REQUIREMENTS	10
3.1 OBJECTIVE	10
3.2 SCOPE.....	10
3.3 SCOPE OF IT CONTROL REVIEW	11
3.4 SCOPE OF NETWORK AND SECURITY AUDIT (NSA)	11
3.5 EXPECTED DELIVERABLES	13
3.6 FOLLOW-UP AND COMPLIANCE.....	14
3.7 TERMS AND CONDITIONS	14
3.8 TIME FRAME OF THE DELIVERABLES	15
4. SELECTION CRITERIA	16
4.1 TENDER METHODOLOGY	16
4.2 SELECTION PROCESS.....	16
5. TECHNICAL BID	17
5.1 MINIMUM ELIGIBILITY CRITERIA	17
5.2 AUDIT FIRM DETAILS:	18
5.3 CONTACT DETAILS:	19
5.4 DETAILS OF IT AUDIT PROJECTS DONE IN PREVIOUS 3 YEARS IN BANKING DOMAIN:	19
6. COMMERCIAL BID	21
7. ANNEXURE - A	22
1) SPECIAL TERMS & CONDITIONS:	22
2) GENERAL TERMS AND CONDITIONS:	23
I. DEFINITIONS	23
II. USE OF CONTRACT DOCUMENTS AND INFORMATION	24



III. SUBCONTRACTS	24
IV. GOVERNING LANGUAGE	24
V. COMMERCIAL TERMS.....	25
VI. APPLICABLE LAWS.....	25
VII. PATENT RIGHTS	26
VIII. FORCE MAJEURE	26
IX. FORFEITURE OF PERFORMANCE SECURITY.....	27
X. TERMINATION.....	27
XI. RESOLUTION OF DISPUTES.....	28

1. Introduction and Disclaimers

1.1 Purpose of RfP

The purpose of RfP is to short list Auditor for conducting IS Audit for IT Control Review 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 vendor(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

1.10.1 RfP submission:

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

1 hard copy along with 1 soft copy (Of Technical Bids) at the following address in a single sealed envelope.

General Manager (Systems)
Small Industries Development Bank of India
3rd Floor, SME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Telephone No. : +91 – 22 – 67531100, 67531319
Fax No. : +91 – 22 – 67531236

- ◆ Copies of the RfP must be submitted before the aforementioned 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 RfPs 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 any resulting RfP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

1.10.2 RfP Validity Period

The proposal must remain valid and open for evaluation according to their terms for a period of at least three (3) months from the time the RfP closes on the deadline for lodgment of RfP.

1.11 Requests For Proposal

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

Contact : Smt N Uma
Position : Asst. General Manager (Systems)
Email : numa@sidbi.in
Telephone : +91 - 22 - 67531319
Fax : +91 - 22 - 67531236

SIDBI will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of RfPs. 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.

1.12 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.

1.13 Disqualification

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

2. Background

About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990. The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of around 100 locations/offices located all over India. Detailed information on the functions of the bank is provided on the website, www.sidbi.in.

Present IT setup:

SIDBI has been using Information Technology (IT) extensively for its day to day business operations. The Information Services Department (ISD) is located at Mumbai HO. A centralised Data Centre (DC) has been set up at Mumbai having centralised database [Oracle 10g/9i RDBMS] for all the applications for its Branch offices [BOs]. All BOs are connected to the DC through MPLS VPN based WAN with ISDN as backup. These offices use Citrix Metaframe software to connect to the DC at Mumbai and access the application software hosted on application server (Citrix). The DC is having around 60 servers [2 IBM AIX, 2 HP UNIX and 55 Intel (with Windows 2000/2003 / Linux OS)]. Lotus notes is used as the mail messaging system for all the offices of SIDBI. Some of the application software implemented at SIDBI are Direct Finance System, Refinance System, Bills finance System, Branch Accounts System, Payroll etc. In addition, there are many corporate level application software, being used only at Mumbai. The Bank has also set up of Disaster Recovery Site at Chennai [one IBM AIX server and 7 Intel servers with Windows 2000]. The 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.

3. Requirements

3.1 Objective

SIDBI plans to carry out for following projects conduct annual Information Systems (IS) Audit by outsourcing as detailed below:

Project 1: IS Audit – IT Control Review (ITCR)

Project 2: IS Audit Network & Security Audit (N&SA)

Project	Area to be covered	Locations
1	IT Control Review (for 2 locations)	Data Centre at Mumbai , DR site at Chennai
2	Network and Security Audit (for 2 locations)	Data Centre at Mumbai , DR site at Chennai

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 audit firm will be required to submit technical and commercial quotation in separate envelopes for the combined audit exercise. The selected audit firm will be awarded all these audit exercises for all identified SIDBI offices as per RfP.

3.2 Scope

The scope of the proposed audit exercises are given below. The audit firm shall deploy minimum 2 CISA/ BS7799 LA/ ISO27001 LA / CISSP professionals for the entire audit project. The audit firm will be required to deploy minimum 2 CISA/ BS7799 LA/ ISO27001 LA / CISSP professionals for Mumbai and Chennai locations out of which one must be CISSP. (However, the audit firm may depute the same CISSP auditor to both locations to be part of Audit team for Network & Security Audit). The audit team should comprise only regular employees of the audit firm and should not comprise any part-time or hired employees. The audit firm will not sub contract part or complete assignment to any other agency or individual. The audit team should comprise at least one CISSP certified professional, considering the technical nature of Network & Security Audit. The audit firm will be required to prepare the checklist taking into account of the guidelines and suggestions prescribed by RBI with respect to IS Audit and best audit practices in industry. In addition, selected audit firm has to follow-up with the offices/departments for compliance and monitor and review progress of compliance for speedy closure of audit compliance. Persistent and recurring problems / issues in audit based on past reports to be reported.

3.3 Scope of IT Control Review

Sr. No.	Activity	Mumbai	DR Site
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	Physical access and Environmental controls	Y	Y
13	User id / password management and Logical access controls	Y	Y
14	Backup Procedure wherever applicable	Y	Y
15	Antivirus Measures	Y	N
16	End User Computing wherever applicable	Y	Y
17	Call logging in DC Support, Problem escalation, resolution	Y	Y
18	WAN Management and Network Administration – Issues at branch level	N	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.

3.4 Scope of Network and Security Audit (NSA)

Sr. No.	Activity	Mumbai	DR Site
1	Network issues – Performance monitoring of routers (CPU, Memory etc.), Latency measurement, CoS Implementation	Y	N

Sr. No.	Activity	Mumbai	DR Site
	checking, Availability of Backup link, Network Availability, Capacity / Bandwidth utilization, Security – Encryption of data and physical security, Network documentation, Internet usage policy.		
2	Error logging and monitoring, Network monitoring, Bandwidth utilization and monitoring, Firewall Policy, Squid Proxy Server	Y	N
3	Citrix Configuration and management	Y	N
4	Anti virus measures	Y	N
5	Lotus Notes Administration	Y	N
6	Internet and SIDBI Website	Y	N
7	Windows 2000/2003 System Oracle Database Administration	Y	Y
8	Enterprise backup system / Backup plan and procedure	Y	Y
9	Logical controls with emphasis on management of administration and powerful passwords of Unix (AIX and Linux) Windows 2000/2003 Servers, Routers, Firewalls Ironport.	Y	Y
10	Review of Services and Daemons in Windows 2000/2003, Routers, Firewall etc.	Y	N
11	Review of Security Audit of NDS System (RBI)	Y	N
12	Review of logs in Oracle database, Lotus Notes, Windows 2000/2003 servers, Routers, Firewalls and Ironport.	Y	N
13	Review of IIS Server used for hosting HRMS	Y	N
14	Disaster Recovery Plan & effectiveness	Y	Y
15	Vulnerability Analysis (VA) and Penetration Testing (PT)	Y	N

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

Location wise list of Servers and Network Equipments for (Network Security Audit)		
Location	Hardware Details	No of items
Mumbai	Windows 2000 Server	40
	WIN 2003 R2 STD	10
	Linux Server	4
	IBM AIX Server	2
	HP Unix	2
	WINDOWS XP	1
	Router	
	Cisco 3800 Series	2
	Cisco 1800 Series	1
	Cisco 2960	6
	Security Devices	
	Ironport	2
	NIPS 4240	1
	PIX	2
	HIPS	1
	Fortigate	1
Switches		
Cisco 4500 Series	1	
Cisco 2900 Series	20	
Chennai	WINDOWS 2000	7
	IBM AIX Server	1
	Router	
	Cisco 1800 Series	1
	Switches	
	Cisco 2900 Series	1
Dlink 3526	2	

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 and security aspects.

3.5 Expected Deliverables

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

Deliverables

Sr No	Audit Projects	Report
1	IT Control Review	1. Executive Summary
		2. Audit Report
		3. Check list
		4. Quarterly Compliance Progress
		5. Summary compliance report

		At the end of each quarter
		6. Final Compliance report After all observations complied.
		7. Risk assessment report on IT Infrastructure
		8. Persistent and recurring problems report
2	Network & Security Audit	1. Executive Summary
		2. Audit Report
		3. Check list
		4. Quarterly Compliance Progress
		5. Summary compliance report At the end of each quarter
		6. Final Compliance report After all observations complied.
		7. Persistent and recurring problems report

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

The audit firm will submit a detailed report on the risk assessment and review of the IT infrastructure at Mumbai and Chennai offices. Three sets of hard copies and softcopy (in MS Word format) of all audit reports including Executive Summary have to be submitted.

3.6 Follow-Up and Compliance

The Audit firm is required to follow-up with the offices for all compliance. The Audit firm will submit quarterly compliance reports, summary compliance report (furnishing total number of points, complied and pending status as per format given by the bank) at end of each quarter and a final compliance report after all observations are complied for the projects separately or one year from the date of commencement of the Audit.

3.7 Terms and conditions

The terms and conditions of the work are given at Annexure A. 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.

3.8 Time frame of the deliverables

- The selected audit firm will be required to start the project within 7 days from the date of placing the order for the audit.
- The actual audit exercise must be completed latest by **15th March 2010**.
- All the draft reports of the agreed deliverables should be submitted by the firm within 50 days of the commencement of the audit. After submission of the draft reports, a meeting with ISD officers will be held for discussing and finalizing the reports. The Project Leader along with key members of the audit team involved in the audit should attend the meeting at Mumbai HO.
- The final reports of the deliverables should be submitted by the firm within 20 days of receiving feedback from SIDBI on draft reports.
- The audit, as mentioned above, has to be completed within timeframe specified. It is expected that the audit firm may deploy multiple teams to complete the audit projects within given time frame.
- The Audit period including Compliance will be for one year starting from date of commencement of Audit. IS auditor will be required to send the final report to respective branches for compliance with a copy to ISD, SIDBI, Mumbai. Follow-up activity will be carried out by auditor with branches using normal mode of communication i.e. Letter/ e-mail/ phone/ fax etc. It is not required to visit branches for verifying compliance. However, written and signed communication of compliance from branches have to be analysed by Audit firm for compliance and acceptance.

4. Selection Criteria

4.1 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 super scribed with “RfP No. -----”, “Technical Bid for IS Audit”.
- c) The envelop containing Technical Bid should also contain One Demand Draft for Rs.10,500/- (Rupees Ten Thousand Five Hundred Only) . [Rs. 10000/- towards EMD (refundable) and Rs. 500/- towards Application Fee (Nonrefundable)]
- d) The DD should be drawn in favour of “Small Industries Development Bank of India [SIDBI], payable at Mumbai “.
- e) The Commercial Bid should be placed in Non-Window sealed cover super scribed with “RfP No. ----- “, “Commercial Bid for for IS Audit”.
- f) All the covers thus prepared should also indicate clearly the Name and Address of the Vendor.
- 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.

4.2 Selection process

SIDBI will evaluate proposals of the Respondents on the basis of Financial Status and Technical Capability of the respondent and also the track record of successful delivering /implementation of the products/services required by the Bank. Therefore, respondents should submit necessary details that would help evaluation. The response submitted should contain the respondent’s proposed solution covering all the requirement of scope of audit listed in Requirements section (3).

The selection will take place in two phases:

Phase I : Envelope I will be opened and bidders meeting the minimum eligibility criteria will be short-listed. The qualifying vendors will be informed about the same.

Phase II : The Commercial proposals for short listed bidders after Phase I, will be opened and selection will be done on L1 basis.

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.

5. Technical Bid

- The Bidder must be a registered partnership firm or a limited company having its registered office in India.
- To ensure audit independence, the bidder should not have been a vendor of IT equipment / peripherals / services to the Bank in the past 3 years.

5.1 Minimum Eligibility Criteria

S. No	Requirements	Compliance	Details
1	Existence in Last 3 years (provide necessary proof like certificate of Incorporation / Deed of partnership)	Yes/No	
2	The firm should be making positive networth and cash profit (i.e. no cash loss) in 2 years out of last 3 years. @	Yes/No	
3	Should be performing IS audit activity for last 2 years	Yes/No	
4	The Bidder must be having on their rolls, on permanent employment basis, a minimum of five (5 nos.) professionals who hold professional certifications like CISA/ CISM/ CISSP/ ISO 27001 LA/ BS 7799LA/ ISO27001 LA)	Yes/No	
5	Should deploy minimum 3 number of Technical manpower (CISA/ CISM /CISSP/ BS7799 LA/ ISO27001 LA) qualified professionals (who are regular employees of the firm) for the audit for SIDBI IS audit project. (Proof of Certification should be attached)	Yes/No	
6	Experience of conducting similar IS Audit as proposed by SIDBI of a minimum of 2 audit projects in all India Banks or Financial Institutions, having centralised Data Centre operations with network, database setup	Yes/No	
7	IS Audit must either be a core activity of the firm or carried out by a regular departmental set up of the firm	Yes/No	
8	a. Organisation is empaneled by CERT-In for providing IT Security Auditing Service (Should be a valid member of Panel of IT Security Auditors impaneled by CERT-In) b. Documentary evidence of the same enclosed	Yes/No Yes/No	

- @- Provide Annual report or CA certificate for last three years mentioning the turnover, networth and cash profit.
- All the above clauses of the eligibility criteria are mandatory and cannot be waived.

5.2 Audit Firm Details:

S.No.	Description	Vendor Response
1	Name of the IS Audit Firm / Company	
2	Year of establishment of the audit firm	
3	Year of starting IS Audit Activity No. of years of IS Audit	
4	Contact details: (indicate contact person name, Telephone No., Fax No., e-mail address, etc.)	
5	No. Of employees in the Firm/Company	No of CISA/ CISM/ CISSP/ ISO 27001 LA/ BS 7799LA/ ISO27001 LA) : Others:-
6	Technical Manpower (CISA/ CISM/ CISSP/ ISO 27001 LA/ BS 7799LA/ ISO27001 LA) deployed for SIDBI IS Audit project.	No of CISA/ CISM/ CISSP/ ISO 27001 LA/ BS 7799LA/ ISO27001 LA) : Others:-
7	Describe Project Management clearly indicating about the composition of various teams.	
8	Describe Audit Methodology and Standards to be used.	
9	Indicate Project Plan with milestones and the time frame of completion of different activities.	
10	List of deliverables vis-à-vis the timeframe of the deliverables as per the scope of the project in Section 3.	
11	Role and responsibility of SIDBI and the Audit firm. Explain other requirements from SIDBI, if any.	
12	Briefly mention about a minimum of 2 IT audit projects with details of scope, duration & size (in the order of size/duration) related to the above project carried out in all-India Banks/FIs, since last three years.	
14	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/ BS7799 LA/ ISO27001 LA professionals are a must in each team).	
15	Any other related information, not	

	mentioned above, which the audit firm wish to furnish.	
16	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.	

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

Additional Information :			
IS Audit Experience in			
a.	Wide Area Network (IP based network with CISCO router, switch etc)	Yes/No	
b.	Security assessment: - Firewall , IDS, IPS, using network such as MPLS, leased lines, ISDN , dialups etc.	Yes/No	
c.	Operating Systems (Unix, Windows 2000 / 2003 etc)	Yes/No	
d.	Database (Oracle, MS SQL etc.) & Application software Audits	Yes/No	
e.	Centralised Data Centre operations with network, database setup	Yes/No	
f.	Penetration Testing	Yes/No	

5.3 Contact Details:

a)	Name of the company	
b)	Company's address in India	
c)	Contact person	
d)	Telephone no.	
e)	Fax	
f)	E-mail address	

5.4 Details of IT Audit Projects done in previous 3 years in Banking domain:

S.N	Client Name	Contact Person	Contact No.	E-mail	Scope of Audit	Audit Period
1						
2						
3						
4						

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:

Authorised Signatory.

6. Commercial Bid

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:

Name of the Projects	Total Cost [Rs.]	Taxes, if any [Rs.]	Net Cost [Inclusive of all taxes, etc] [Rs.]
IS Audit (inclusive all fees and expenses)			

Date

Signature of
Authorised Signatory -

Place

Name of the Authorised Signatory -
Designation -
Name of the Organisation -
Seal -

7. Annexure - A

Terms & Conditions

1) Special Terms & Conditions:

- 1) The audit firm will offer commercial quote, based on fixed cost, inclusive of taxes, if any. SIDBI will not pay any additional amount other than indicated in the offer.
- 2) Payment terms will be as follows:
 - a) 50 % on submission of draft Audit reports for all offices as per the scope.
 - b) 40 % on acceptance and finalisation of all the reports i.e. on completion of all projects.
 - c) 10% on submission of Final Compliance report.

TDS will be deducted at source for any payment made by SIDBI, as per rules of Government of India.

- 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, in case of delay of any deliverables at the rate of 1% per week delay, either for completion of audit exercises or submission of draft final report, subject to a maximum of 5% of the total cost, 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) If selected, the audit firm shall sign agreements as given in the Annexure I, before commencement of the audit.

2) General Terms and Conditions:

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase 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 / Zonal 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" 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. Subcontracts

The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Subcontracts / Franchisees, if any must comply with the provisions of TCC.

IV. 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.

V. Commercial Terms

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

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

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.

VI. Applicable laws

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

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this 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 Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ 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 bidder.

VII. 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.

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

IX. Forfeiture of performance security

The bid security [EMD] may be forfeited:

if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

in case of the successful Bidder, if the Bidder fails to accept the order / sign the Contract Or furnish Performance 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.

X. Termination

The Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder 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 bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering services
- Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

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

XI. 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 Bidder 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 a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the 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 Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

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

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



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.

Annexure I
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 _____,

1(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).

Signature

Date:

Place:

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.

Signature

Date:

Place: