

**RFP No: IFCI/CPD/E-Tender/2019-20/40**

**Dated: 11/09/2019**



**Request for Proposal**

**For**

**Appointment of Auditor for Conducting  
Information Security Audit**

**Mode of Tender - E-Bidding/E-tender**

**Last Date of Submission /Uploading of Bids**

**01.00 PM on 03/10/2019**

**Addressed To**

**Deputy General Manager (Centralized Procurements)  
IFCI Limited, IFCI Tower, 61 Nehru Place,  
New Delhi - 110019**

## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Vendor on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, may obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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## **Chapter -1**

### **Introduction**

The Industrial Finance Corporation of India (IFCI Ltd.) was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. IFCI is a Government of India Undertaking under the aegis of the Dept of Financial Services, Ministry of Finance, GOI, primarily a Non Deposit Taking NBFC.

IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business/industry segment to another. IFCI Ltd. customizes the product-mix to maximize customer satisfaction.

Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.

### **Invitation for Tender Offers**

IFCI invites e-bids for this Request for Proposal document (RFP) which expression shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto to bidders, to enable them to participate in the competitive bidding for "Appointment of Auditor For Conducting Information Security Audit". The selected Bidder has to provide, manage and maintain all necessary infrastructure components and services that would be necessary as per the requirements of this RFP. The selected Bidder has to ensure that the desired objectives of IFCI are fulfilled.

### **BROAD REQUIREMENTS**

The purpose of this RFP is to select a CERT-IN empanelled Auditors preferably based in the National Capital Region of India to conduct IT security audits, including vulnerability assessment and penetration testing of the networked IT infrastructure of IFCI. It majorly contains DC and DR site, Network security architecture, Local Area network, web application portal remote access to IFCI's network and other related services as per the Scope of work specified in Section III. The selected bidder/ Auditor shall engage with IFCI in identifying the gaps and assist, guide, develop and render expert advice to IFCI to ensure that its information assets are adequately protected on a continuous basis from a variety of threats such as error, fraud, cyber-attacks, embezzlement, sabotage, terror, extortion, espionage, privacy violation, service interruption and natural disaster.

Further, the selected auditor has to ensure IFCI's compliance with the IT framework guidelines laid by (mentioned at para V of Chapter 4 Scope of Work) RBI Master Direction on IT Framework in the NBFC Sector.

### Key Events & Dates

Tender Notice No	IFCI/CPD/E-Tender/2019-20/40
Tender Name	Appointment of Auditor for Conducting Information Security Audit
Bid Security / EMD	Rs.50,000/- by way of Demand Draft/Pay Order
Date of Issue	11/09/2019 10:00 AM
Date of Pre-Bid Meeting with the bidder	20/09/2019, 03:00 PM
Last date for seeking clarifications, if any	25/09/2019, 05:00 PM
Last date and time of submission of (Technical & Commercial)	03/10/2019, 01:00 PM
Tender Document	The details can be downloaded free of cost, from CPP portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> or from IFCI website <a href="https://www.ifcilttd.com/(Tenders-procurement-goods-and-services)">https://www.ifcilttd.com/(Tenders - procurement-goods-and-services)</a> .
Date and time of opening of Technical Bids	04/10/2019, 03:00 PM
Date and time of opening of Commercial Bids	10/10/2019, 11:00 AM
Address for communication and Pre bid meeting	DGM (CPD) IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi - 110019
Name of the contact person for any clarification	Mr. Saurabh Kumar (DGM) 011-41732130 Mr. Ruchir Masand (Manager) 011-41732123
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail <a href="mailto:rfpquery@ifcilttd.com">rfpquery@ifcilttd.com</a>
Validity of Proposal	Ninety (90) days from the date of opening of Financial Bid.

EMD in the form of Demand Draft/Banker's Cheque drawn in favour of "IFCI Ltd", payable at New Delhi to be submitted separately, at the above address either by hand or by post.

Bidder to ensure deposit of EMD at IFCI both before the final date and before the time of submission of bids ends.

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## Chapter-2

### Instructions to Bidders:

- i. The General Conditions of Contract form part of the E-Tender specifications. **All pages of the E-Tender documents shall be duly signed, stamped and uploaded at website [www.ifcilttd.com](http://www.ifcilttd.com) (Tenders) or <https://eprocure.gov.in> along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The e-tenderer is required to furnish all the details and other documents as required.
- ii. E-tenderers are advised to study all the tender documents carefully.
- iii. Any submission in e-tender shall be deemed to have been done after careful study and examination of the e-tender documents and with the full understanding of the implications thereof.
- iv. Should the e-tenderers have any doubt about the meaning of any portion of the E-Tender Specification or find discrepancies or omissions in the scope of work or the e-tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc. bidders shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the e-tender.
- v. E-tenderers' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender documents.
- vi. The specifications and terms and conditions shall be deemed to have been accepted by the E-tenderers in his offer.
- vii. The Bidder will treat as confidential data and information about the IFCI obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- viii. Non-compliance with any of the requirements and instructions of the e-tender enquiry may result in the rejection of the tender.
- ix. Earnest Money of Rs.50,000/- (Rupees Fifty Thousand only) by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI Limited" payable at Delhi, is required to be submitted in a sealed envelope (off line mode), latest by **01:00 PM on 03/10/2019**.

Following information should be marked on the face of the sealed envelope.

#### **"EMD - Appointment of Auditor for Conducting Information Security Audit"**

Name of Party.....

Tender No.....

Earnest Money Amount ..... Issuing Bank..... Date.....

EMD must be submitted in a sealed envelope addressed to

DGM (CPD)  
IFCI Limited,  
IFCI Tower 13<sup>th</sup> Floor  
61, Nehru Place  
New Delhi -110019  
Tel-011-41732130



### Chapter -3 Eligibility Criteria

Bidders fulfilling pre-qualification criteria will be considered. The eligibility criteria for pre-qualification of bidder are as under:

Sl/ No.	Clause	Documents required
1.	The bidder should be registered company / partnership firm, registered under per Companies Act 2013 (erstwhile Companies Act 1956), Indian Partnership Act, operational in India since last 5 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association / Regd. Partnership Deed are required to be submitted.
2.	Audit Firm to be preferably based within National Capital Region of India.	Registered office Address Proof
3.	Company must be registered with appropriate authorities for all applicable statutory duties/taxes	Valid documentary proof of: GST registration number Income Tax registration/PAN number
4.	The bidder should be empanelled with CERT-IN for the period 2016-2019	Certificate of Empanelment with CERT-IN
5.	The bidder should have at least 4 Auditors who are CISA/CISSP qualified or equivalent and should be continuously part of the team that will conduct the audit at IFCI	All Relevant certificates/documents supporting basis laid out in pre-qualification criteria
6.	The bidder should not be providing IT related service(s) to IFCI or its subsidiaries currently and should not have conducted IS Audit consecutively during the last 3 years (From Date of Issue of this RFP) for IFCI.	Bidder to provide a Self-Declaration on the on company letter head.
7.	The Bidder should have rendered satisfactory IS Audit services to at least two Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment i.e. 2015-16, 2016-17 & 2017-18.	Copies of at least 5 such 'LOI/PO/Work Order' received from the client, bills raised and payment proof thereof must be provided.
8.	Integrity Pact	To be provided along with submission of Application
<b>Note:</b> -Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.		

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## Chapter -4

### Scope of Work

#### A. Brief overview of IFCI's IT Infrastructure

Centralized Integrated Information System (CIIS), is an in-house developed ERP which is being used for managing core business operations. CIIS application has been developed using Oracle Database at backend and Oracle Forms & Reports as a front end.

CIIS comprises of automation modules for Term Lending, Accounting, Treasury Operations (Money Market & Fixed Income Operations), Investment Portfolio Management and Accounting, General Financial Accounting & Balance Sheet, Asset Classification & Statutory Reporting, Liability Management and Payroll & Establishment Accounting.

Various regional offices - Mumbai, Hyderabad, Chennai, Bengaluru, Kolkata and Ahmedabad are connected over MPLS VPN with Head Office. IFCI's servers are hosted in Head office, Delhi and DR Site in Mumbai. The scope of Audit covers the Head Office and DR Site in Mumbai.

#### B. Audit Methodology

The IS audit work will include manual procedures, computer assisted procedures and fully automated procedures, depending on the chosen audit approach.

#### C. Phases of IS Audit

The IS audit is to be conducted in following two phases:

PHASE - I Evaluation

PHASE - II Review & Certification

**The activities covered under each phase are appended below:**

##### (I) PHASE – I Evaluation

##### (i) Risk assessment and identification of security needs

- Evaluate security needs of the current IT infrastructure of IFCI:
  - Network and the devices in use.
  - Operating systems – Setup, Configurations, Tuning, etc.
  - Database, Systems and Application - Setup, etc.
- Evaluate the extant design of Security Architecture.

- Evaluate the extant security architecture, recommend changes/ new Designs/layouts, and document the security architecture so as to conform to with Industry- wide accepted best practices.
- Evaluate the System implementation in IFCI
  - Evaluate the current Operational Procedure and Security Policy for processes that have been computerized. Recommending and framing Operational Procedure and Security Policy for these processes. Special emphasis is laid on evaluating the security aspects of system such as CIIS and other software etc. implemented in IFCI.
- Review of previous IS Audit report and check whether issues raised by the Auditor has been rectified or resolved or not.
- Compliance of RBI circular dated 8<sup>th</sup> June, 2017 viz. Master Directions - Information Technology Framework for the NBFC Sector
  - Evaluate & verify that directions contained in RBI circular are adhered.

Evaluate implementation and maintenance of access controls based on the instructions from the information resource owner and in accordance with applicable policies, directives & standards.

## **(ii) Detailing the Security Gaps**

- Document the security gaps i.e. vulnerability, security flaws, loopholes, etc. observed during the course of the review of the IT infrastructure of IFCI.
- Document recommendations for addressing these security gaps and categorize the identified security gaps based on their criticality, resource/effort requirement to address them.
- A preliminary report documenting the major findings of the ISA is to be furnished at the end of this phase.
- Report on Gap assessment as per RBI circular dated 8<sup>th</sup> June, 2017 viz. Master Directions - Information Technology Framework for the NBFC Sector.

## **(II) PHASE – II Review & Certification**

### **(i) Review**

An exercise to review the compliance with the findings and recommendations of ISA has to be undertaken by the auditor. This exercise may be undertaken after completion of the ISA. This exercise would encompass evaluation of the general/overall level of compliance undertaken by IFCI.

**(ii) Certification for compliance with the findings of the ISA**

On completion of the compliance review, the auditor had to provide an ISA compliance mentioning that the audit has adhered to directions as contained in RBI circular dated 8th June, 2017 viz. Master Directions - Information Technology Framework for NBFC.

**D. Scope of IS Audit**

*Mentioned below are key areas pertaining to scope of IS Audit.*

**(I) Information Security Audit**

- Risk assessment and identification of security needs
- Evaluation of the current IT infrastructure of IFCI, Network and the devices in use, Operating Systems, Database and Application packages, Operational Procedures.
- Identification of vulnerability, security flaws, gaps and loopholes.
- Evaluate the extant design of Security Architecture, recommend changes/ new designs/layouts, and document the security architecture.
- To undertake configuration of Security Architecture including Network and Applications used in IFCI to address the same.
- Evaluation of in-House ERP implementation in IFCI. The business processes implemented in-house ERP needs to be assessed for their security aspects and recommendation for suitable amendments may be given if required.
- Reporting all types of unusual security incidents and sharing of information on Cyber Security Incidents to RBI in the predefined format.
- Adherence of RBI circular dated 8<sup>th</sup> June, 2017 viz. Master Directions - Information Technology Framework for the NBFC Sector.
- Gap assessment as per RBI circular dated 8<sup>th</sup> June, 2017 viz. Master Directions - Information Technology Framework for the NBFC Sector.

**(II) Application Audit**

The complete review and audit of the Architecture of an In-House ERP System – Centralized Integrated Information System (CIIS). IFCI is currently in the process of implementing a new Treasury solution. As part of this review, the IS auditor shall also review that change management cycle was followed for the new Treasury application.

Auditor shall study and review functionality of the CIIS and allied modules to ensure correctness of functionality of each module so as to ascertain adequacy of features, standards, reliability and integrity required for supporting the business users.

Some critical applications are named here below:

1. Loan Accounting

2. Debenture Accounting
3. General Financial Accounting & Balance Sheet
4. Payroll
5. Asset Classification (Ind-AS)
6. Fixed Assets
7. Liability Management System (LMS)
8. Treasury Operations
9. Ex-Employees Portal
10. Loan Application Portal
11. ISF Portal
12. Whistle Blower Portal

### Key Areas of Application Audit

S.No.	Control Area	Major Aspects to be covered
1.	Management Controls	To ensure proper controls are in place in the area of System development, programming management, data management, security management, operations Management and quality assurance management. Industry Best Practices are observed wherever possible.
2.	Information Security	Security features including user management.
3.	Application controls	<p>Evaluation of existence and effectiveness of the following controls:</p> <ol style="list-style-type: none"> <li>1. Boundary, input, communications, processing, database</li> <li>2. Evaluation of safeguarding of assets, data integrity, efficiency and effectiveness of the system</li> <li>3. Evaluation of system documentation and user manuals and interface with menus, submenus and reports</li> </ol> <p>Special emphasis on –</p> <ul style="list-style-type: none"> <li>• Sufficiency / accuracy of all types of reports</li> <li>• Backups and recovery procedures, Audit trails</li> <li>• Version control, patch management, rollover</li> <li>• Setting of various parameters</li> <li>• Areas of income leakage</li> <li>• Generation of exception reports and their coverage.</li> <li>• Special remarks may also be made on following items- Hard coded user-id and password, Interfacing of software</li> <li>• Complete Review of Application Parameterization</li> <li>• Review of all controls including boundary controls, input controls, communication controls, database controls, output controls and interfaces controls</li> </ul>

4.	System Generated Transactions	Evaluate the Correctness, Completeness, Confidentiality Integrity & Availability of System Generated Entries and reconciliation thereof. No transaction level Audit is required. Only processes and procedures need to be audited
5.	Disaster recovery Plan	Ascertain DRP, if documented, its adequacy, components, awareness, related provisions in software, testing, training needs, Recovery strategy / contingency plan and suggest changes / modifications if any.
6.	Review of hardware and software. To suggest measures, if any, for better control	Maintenance, monitoring, effective and efficient usage of resources, Access to Operating System (O.S.), Version control, O.S. security and compliance with essential and desired functionality for Transaction Processing and its support in areas of RDBMS, TCP/IP, audit services etc.
7.	Change Management	Evaluation of Change management process
8.	Business Process Reengineering	Recommendations for the Business Process Re-engineering and controls thereof.
9.	Risk Management	The risk that is posed by the manual interventions that are allowed in all the applications. This will be examined for the need to keep this and restrict it or the need to eliminate it. This decision will be conveyed by the auditor based on the critical nature of the manual control and availability of the system control to manage.
9.1		Possibility of any wrong figures / misrepresentation or misstatement in financial statement due to system generated entries.
9.2		The auditor is also expected to verify the correctness of any auto reconciliation process.
10.	Management Information System	Fraud Analysis - Suspicious transaction analysis, embezzlement, theft or suspected money-laundering, misappropriation of assets, manipulation of financial records etc. To verify & comment on reporting of fraud to RBI which should be system driven.
11.	Business Continuity Planning	To verify & comment on; <ol style="list-style-type: none"> <li>IFCI's approved Business continuity plan (BCP);</li> <li>Business Impact analysis</li> <li>Recovery strategy / contingency plan</li> <li>Backup site for critical business systems &amp; data centers</li> <li>Whether company tests the BCP annually or when significant IT or business changes takes place.</li> </ol>

### Application level Security Audit

- Logical Access Controls - To review all types of Application Level Access Controls including proper controls for access logs and audit trails for ensuring Sufficiency &

- Security of Creation, Maintenance and Backup of the same.
  - Monitoring of Access log
  - Interface controls - Application interfaces with other applications and security in their data communication
  - Authorization controls such as Maker Checker, Exceptions, Overriding exception & Error Condition
  - Data integrity
  - User ID / Password Management
  - Change management procedures including testing, impact analysis documentation
  - Audit trail / Audit log generation and management.
  - Backup/Fallback/Restoration procedures and contingency planning.
- Application-level risks at system and data-level including:
- System integrity risks
  - System-security risks
  - Data risks
  - System maintainability risks
- Review the application security setup supported by CIIS and other applications to ensure
    - Access level controls are appropriately built and implemented into the Application
    - Only authorized users should be able to edit, input or update data in the application or carry out activities as per their role and/or functional Requirements
    - User maintenance and password policies being followed
  - Review should include threat identification, assessment of threats, exposure analysis and control adjustment with respect to CIIS application

**Control Testing** - This test shall determine if the controls are designed adequately and application is operating effectively. If any of the controls are designed inadequately or do not operate effectively, auditors should present this information to prevent the presence of unmanaged risks.

**Oracle Security Audit** - This database security health check may include the Oracle database, the operating system on which the database is running in the areas that directly relate to the Oracle installation and also the database listener and Oracle networking.

**Operating system** - The operating system audit will include investigations in the following broad areas:

- File permissions and ownership Configuration files and key file permissions
- Password and username leakage
- Audit and logging
- Group and SUID privileges

## General Health

- Database and application set-up
- Parameters
- Design and data usage
- Version, patches and revision status
- Backup and recovery
- Security of key data
- Systems usage (i.e. what other apps, databases etc.)

**DC/DR Audit:** Thorough Audit of IFCI's Data Centre (DC) at New Delhi, Disaster Recovery Site (DR) at Mumbai.

**Network Audit:** - Network Infrastructure and Security Audit of Network. Vulnerability Assessment (VA) of all Servers and Penetration Testing (PT) of public facing applications, if any, including applications hosted on the cloud.

### (III) Review of operating system and Database Controls

- Review specific operating system security features used and the parameters set
- Identify security weaknesses and recommend solutions
- Review sample user profiles against job roles
- Review specific database system security features used and the parameters set

### Other Controls

Review of

- Sufficiency/accuracy of all types of data extracts and Audit trails
- Setting of various parameters, updating thereof and actual working of them as intended and accurately
- Review of management controls including systems development, data management, security management, operations management and quality assurance management and change management control.

**Security Risk Assessment** – to evaluate security risks, which are related to the use of information technology, identify what security measures are required and when there is a change to the information asset or its environment. Auditor would be required to present a complete and systematic view to management on existing IT security risk and on the necessary security safeguards.

**Operations management** to cover daily running of hardware, software, facilities, Production application system can accomplish their work, Segregation of duties and accesses of production staff and development staff with access control over development, test and production regions. Review of controls over computer operations, communication network control, data preparation

and entry, production control, file library, documentation and program library, help desk and technical support, capacity planning and performance monitoring and outsourced operations.

#### **(IV) Process Management Audit**

Following areas may be covered:

<b>S.No.</b>	<b>Control Area</b>	<b>Major Aspects to be covered</b>
1.	Change Management	Review of change management process covering: <ul style="list-style-type: none"> <li>• Policy and procedure for change management</li> <li>• Adherence to documented change management process</li> </ul>
2.	Backup	Review of backup process covering: <ul style="list-style-type: none"> <li>• Backup policy and procedures</li> <li>• Compliance to backup procedures</li> </ul>
3.	Configuration Management	Review of Configuration management covering: <ul style="list-style-type: none"> <li>• Maintenance of Deployment code configuration</li> </ul>
4.	Account Management	Review of account management process covering: <ul style="list-style-type: none"> <li>• Account creation, modification and deletion process</li> <li>• Account reconciliation process</li> </ul>

#### **(V) Physical Assessment**

The overall objective of the physical assessment is to evaluate the physical safety and security of the IFCI's assets. The following should be considered:

- Assessment of equipment safety
- Review of location safety, employee access, and security of critical equipment
- Assessment of power, ventilation, and emergency protection
- Identification of vulnerabilities to physical security

#### **(VI) Vulnerability assessment of all the critical servers/ devices**

Network infrastructure And Security Audit of Network

Networking Infrastructure Audit

The scope of this audit is the complete review of the Local Area Network at Data Centre, Disaster Recovery Centre and Wide Area Network and is to conduct an intensive diagnostic and planning service designed to check the critical components of our network for Security, Reliability & Performance.

Network Architecture review should be carried out for security and performance which include the following:

- Review the appropriate segregation of network into various trusted zones
- Review the traffic flow in the network, Analysis of latency in traffic across various links
- Review the existing routing policy
- Review the route path and table audit
- Review the security measures at the entry and exit points of the network
- Obtaining information about the architecture and address scheme of the network
- Checking Routing and Inter-Vlan Routing and Optimization.
- Routing Protocol Analysis and security controls therein
- Analyze protocols used and traffic generated and means to optimize traffic

#### Review of security architecture and security policy

Assess all security vulnerabilities of the Local Area network (Data Centre, DR) and WAN, and to recommend solutions for identified vulnerabilities Assessments of Data Center, LAN and WAN of IFCI to meet the performance requirements related to traffic and transactions carried over it and to recommend solutions for improving the performance. To verify the adequacy, configuration and parameters of various security equipment's such as Firewalls, IDS, IPS etc. deployed at Data Center, DR for ensuring secured transactions.

#### Configuration Audit of Network Devices (Routers, Switches, Firewalls, IDS/IPS)

- Routing protocol analysis
- Review of network device's roles and configuration through configuration audit
- Configuration to defy common security attacks like IP spoofing, ICMP redirects etc.
- Service proxies, circuit-level gateways and packet filters
- VPN configuration and encryption
- Auditing, logging, monitoring & alerting mechanism
- Validation of following services for security, effectiveness and efficiency on all Network devices:
  - Incoming packets at the router sourced with invalid addresses
  - Logging & Auditing

#### Network Vulnerability Assessment (VA)

- Vulnerability Assessment (VA) against Servers and network infrastructure components to identify services in use and potential vulnerabilities present. Our requirements under

VA are:

- Provide accurate network discovery detail
- Identify network risks and prioritize issues
- Enable efficient network-wide remediation
- Black Virus vulnerabilities

Verification of Network Devices for any security threats including but not limited to

- DOS (Denial of Service), DDoS (Distributed Denial of Service) Attacks
- Protection against well known Viruses like Nachi, Slammer, Trojans etc
- Communication Controls
- TCP Ports
- Firewall/ACLs (Access Control List)

Access Control Audit for All Networking Devices viz. Routers, Switches

- Routers/ switches/ Firewalls are using AAA (Authentication, Authorization and Accounting) model for all user authentications
- Password enabled on the routers/switches in encrypted form and comply with minimum characters in length
- Privileges available to Systems Integrator and outsourced vendor if any
- Review of access lists for different network segments (to different outside Networks).
- Delegation of privileged users if any
- Local and remote access to the Networking devices is limited & restricted
- Validate following services for security, effectiveness and efficiency on all Network devices:
  - IP directed broadcasts
  - Incoming packets at the router sourced with invalid addresses such as
    - RFC1918 address
    - TCP small services
    - UDP small services
    - All source routing
    - All web services running on router
  - What standardized SNMP community strings used
  - Logging & Auditing

Wireless Security Audit

Security Audit of Wireless Networking infrastructure deployed by IFCI including but not limited to Encryption technique, Authentication mechanism etc. of endpoints.

Backup & Recovery Testing

- Audit of Backup & recovery testing procedures
- Sufficiency checks of backup process
- Audit of access controls, movement and storage of backup media

- Audit of media maintenance procedures
- Security of removable media
- Controls for Prevention of Data Leakage through removable media or other means
- Media disposal mechanisms and Database archival & purging procedures
- Purging of Data

#### Record/Storage Media Management & Handling

- Responsibilities for media library management and housekeeping procedures are assigned to specific members of the IT function to protect media library contents
- Adherence to Policies for media handling, disposal and transit
- Systematic inventory of media library containing data to ensure data integrity

#### Anti-Virus

- Proactive virus prevention and detection procedures are in place and implemented
- Virus definitions are updated regularly
- Review of monitoring of antivirus servers located at NAPs and other locations including branch level clients for having updated latest versions and definitions
- Audit of anti-virus protection at host and at desktop levels, procedure of antivirus updates at DC, Servers and Desktops, Gateway level AV protection etc.

#### Risk Analysis & Development of Risk Matrix/Profile

The scope of work should be based upon Risk Analysis of the Information Systems as per regulatory guidelines and will include following steps:

##### a) Penetration Testing

- Penetration testing of public facing application, SMS alerts etc.
- Attempt to guess passwords using password cracking tools.
- Search for back door trap in the application.
- Attempt to overload the system using DDoS & DoS.
- Check for commonly known holes in the software like browser, email application
- Check for common vulnerabilities like – IP Spoofing, Buffer overflows, session hijacks, account spoofing, frame spoofing, caching of web pages, cross site scripting, SQL injection etc.
- Secured Server authentication procedures.
- Review logical access to SMS.
- CIIS application, OS, database, network, Physical access control
- Review logical access to IFCI's web application, OS, database, network, physical access control hosted at ISP's premises
- Program change management
- Check for vulnerabilities that could be exploited for website defacement & unauthorized modification of IFCI's website

**b) Network Performance Analysis (NPA)**

An analysis of the performance of the network needs to be carried out by auditor to ascertain the ability of the network to meet current and future needs of users and to identify any bottlenecks. Network Performance Audit analysis should include the capacity planning analysis, LAN/WAN link utilization and quality analysis.

Existing load pattern for network device and Uplink, packet flow performance, Congestion area at various topology layers and traffic pattern analysis.

**c) Capacity Planning**

Network device audit for existing capacity requirement and scalable factor, existing load and capacity of physical layer topology and logical layer architecture etc.

Following minimum should be collected during the audit.

- Availability of bandwidth
- Current utilization levels (normal and non-peak hours)
- Scalability of bandwidth & utilization
- Network device performance related to CPU and memory utilization of devices during peak traffic
- Performance (Ping response time)
- Queue/buffer drops
- Broadcast volumes, Collisions, Giants, Runts, traffic-shaping parameters

**Performance Audit**

The most important task of this exercise would be performance audit at :

**i) Link Level**

A detailed analysis of link usage patterns is to be prepared. This should include for each link, average and peak utilization over the time period. Latency (round-trip response time) of each link at various load conditions should also be obtained. Throughput to be measured (using dummy applications – such as ftp for example) for as many critical segments as possible.

**ii) Application Level**

A break down by each category of traffic (i.e. which application is generating how much data) should be obtained for as many links as possible. This should be analysed for any anomaly and suggestions given for reducing / controlling any unnecessary traffic.

**iii) Real time monitoring / Analysis / Control mechanisms**

An exhaustive list of reports to be generated regularly (every few minutes, hourly, daily, weekly) such as following;

- Degradation in performance of any link below a threshold
- Health of all services and generate alarms on failures

- Throughput on all critical paths (using dummy applications if needed)
- Usage patterns (number of transactions) per application should be prepared

Suggestions for suitable state-of-the-art tools for pro-active real time monitoring, analysis and control of the network traffic should also be given.

## **(VII) Security Audit of IFCI Website and Internet based Web Portal**

### Objective

The objective of this Audit is to examine our website, web portal for Ex-Employees Portal, Loan Application Portal, ISF Portal, Whistle Blower Portal and web servers to unearth security weaknesses and vulnerabilities, if any.

Audit of web application may be done, by using Industry Standards and as per the Open Web Application Security Project (OWASP) methodology, guidelines issued for Third party Audit by Cert-in.

To ascertain whether adequate intrusion detection and defense mechanisms required to mitigate breach of security perimeters and gain unauthorized access to an organization's network are in place and also propose/suggest improvement areas.

The scope of work should include, but not limited to, providing addresses / necessary solutions, applicable to our organization, for the following below-mentioned threats;

<b>S.no</b>	<b>Threats</b>	<b>Definition</b>
<b>1.</b>	<b>Injection</b>	Injection flaws, such as SQL, OS, and LDAP injection, Occur when un-trusted data is sent to an interpreter as part of a command or query. The attacker's hostile data can trick the interpreter into executing unintended commands or accessing unauthorized data.
<b>2.</b>	<b>Site-Scripting (XSS)</b>	XSS flaws occur whenever an application takes un – trusted data and sends it to a web browser without proper validation and escaping. XSS allows attackers to execute scripts in the victim's browser which can hijack user sessions, deface web sites, or redirect the user to malicious
<b>3.</b>	<b>Broken Authentication and Session Management</b>	Application functions related to authentication and session management are often not implemented Correctly, allowing attackers to compromise passwords keys, session tokens, or exploit other implementation flaws to assume other users' identities.

4.	<b>Insecure Direct Object References</b>	A direct object reference occurs when a developer exposes a reference to an internal implementation object, such as a file, directory, or database key. Without an access control check or other protection, attackers can manipulate these references to access unauthorized data
5.	<b>Cross-Site Request Forgery (CSRF)</b>	A CSRF attack forces a logged-on victim's browser to send a forged HTTP request, including the victim's session cookie and any other automatically included authentication information, to a vulnerable web Application. This allows the attacker to force the victim's browser to generate requests the vulnerable application thinks are legitimate requests
6.	<b>Security Mis configuration (NEW)</b>	Good security requires having a secure configuration defined and deployed for the application, frameworks, application server, web server, database server, and Platform. All these settings should be defined, Implemented, and maintained as many are not shipped with secure defaults. This includes keeping all software up to date, including all code libraries used by the Application.
7.	<b>Insecure Cryptographic Storage</b>	Many web applications do not properly protect sensitive data, such as credit cards, SSNs, and authentication credentials, with appropriate encryption or hashing. Attackers may steal or modify such weakly protected data to conduct identity theft, credit card fraud, or other crimes
8.	<b>Failure to Restrict URL Access</b>	Many web applications check URL access rights before rendering protected links and buttons. However, applications need to perform similar access control checks each time these pages are accessed, or attackers will be able to forge URLs to access these hidden pages anyway
9.	<b>Insufficient Transport Layer Protection</b>	Applications frequently fail to authenticate, encrypt, and protect the confidentiality and integrity of sensitive network traffic. When they do, they sometimes support weak algorithms, use expired or invalid certificates, or do not use them correctly.
10.	<b>Un-validated Redirects and Forwards</b>	Web applications frequently redirect and forward users to other pages and websites, and use un-trusted data to determine the destination pages. Without proper validation, attackers can redirect victims to phishing or malware sites, or use forwards to access unauthorized pages.

Non-functional links are to be tested after restoring functionality instead of just being reported as observations on non-functional URLs.

### **(VIII) Software / Tools to be used in IS Audit**

It is desired that IS Audit is carried out with the help of following software / tools, but not limited to;

- a) Burp Suite – for Application Security
- b) Nessus – for Vulnerability Assessment of IT Infrastructure
- c) DIRbuster
- d) SQLMap
- e) Nmap
- f) XProbe
- g) Hping2
- h) Nexpose
- i) Metasploit
- j) TCPTraceroute
- k) Relevant Kali LINUX TOOLS
- l) Accunetix
- m) BackTrack, etc

For using any open source software/ tools, prior permission of IFCI's IT Dept. would be mandatory.

### **E. Adherence to RBI Master Direction on IT Framework in the NBFC Sector**

On June 08, 2017, RBI came up with Master Direction – Information Technology Framework for the NBFC Sector ("Directions") vide its notification no. Master Direction DNBS.PPD.No.04/66.15.001/2016-17 dated June 08, 2017, to enhance the safety, security, efficiency in processes leading to benefit NBFCs.

The focus of the IT framework is on IT Governance, IT Policy, Information & Cyber Security, IT Operations, IS Audit, Business Continuity Planning and IT Services Outsourcing.

Auditor to ensure, whether the company has complied with the IT framework guideline as mentioned in the Master Directions.

### **F. Deliverables**

1. A written report with an executive summary, a description of the assessment activities and methodologies used penetration test results, observations and findings with risk rankings, Recommendations for risk mitigation, and strategies for improving security e.g.

The following reports are an indicative that should be covered for the area-wise auditing-

- IS Audit (Technical & Process) Report of all the areas covering the objectives, efficiency and effectiveness

- Presentation to the Top Management of the findings of the Reports
- Risk Matrix Analysis Report
- Recommendations for Risk Mitigation
- Gap analysis and recommendation for mitigation
- The check list with guidelines for the subsequent audit (hard & soft copies)

The report findings should cover all the areas separately mentioned in the scope.

2. Gap based report highlighting the gaps vis-à-vis RBI Master Direction - Information Technology Framework for the NBFC Sector (June 08, 2017)

## G. Operating Environment

### Operating System

- SUN Solaris ver. 11 (DB/APP)
- SUN Cluster (ULTRASPARC)
- Windows Server
- Redhat Linux Ver 5.5 (E-Mail)

### Database Management / Middleware

- Oracle Weblogic Suite (Forms & Reports) services.
- Oracle Database 12c

Web Server IIS & Apache

## H. Duration of Audit

The entire audit may be completed within 2 month from the date of letter of appointment.

## I. Details of Servers & Network Devices

### (i) Servers

Hardware	Location	Qty	OS	Remarks
Sun Ultrasparc T5-2 Including LDOMS configured	Delhi	2	Solaris	
Intel Xeon Server in an ESX cluster and Virtual machines configured	Delhi	2	RHEL	
Sun Ultrasparc T5220 / S 7-2	Mumbai	1	Solaris	

Intel Xeon	Delhi	1	Windows	
VM	Delhi	1	Windows	
VM	Delhi	1	Centos	
VM	Delhi	1	Centos	
VM	Delhi	1	Windows	
VM	Delhi	1	Windows	

**(ii) Network Devices**

<b>Hardware</b>	<b>Qty</b>	<b>Location</b>
Firewall – fortigate 300d	1	At Delhi
Routers	5	At regional offices. to be audited remotely from Delhi
WAP if available	20	At Delhi
Core Switches	2	At Delhi

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## Chapter – 5

### Bid Submission and Evaluation Guidelines

#### RFP document submission is required to be done as under:-

The Tender documents (Receipt, Technical Bid & Commercial Bid) should be submitted online on CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) .However, Earnest Money Deposit (EMD) as prescribed, in original should be submitted in the manner and mode as specified under the head “Key Events & Dates” along with a covering letter of the bidder.

#### Bid Submission

Bidders who wish to participate in this tender will have to register on line [www.eprocure.gov.in](http://www.eprocure.gov.in). To participate in the e-tendering process, bidders will have to procure Digital Signature Certificate (Type-II or Type-III from the list of supporting E Tokens given on the same website) as per information Technology Act-2000 by the use of which they can sign their electronic bids. Bidders can also procure the same from any CCA approved certifying agency etc.

Bidders who already have a valid Digital Certificate (from the list of supporting E Tokens given on the same website) do not need to procure a new Digital Certificate. **The bidders are requested to read carefully the user manual available on website [www.eprocure.gov.in](http://www.eprocure.gov.in) before initiating the process of E-Tendering.**

Bidder shall submit their offers online in an electronic format both for “Technical” and “Commercial bid”.

1. Before electronically submitting the tenders, it should be ensured that all the documents and annexures being uploaded are self-certified/ signed by the bidders.
2. On-line submission of bids: The online bidders will have to be digitally signed and submitted within the time specified on website [www.eprocure.gov.in](http://www.eprocure.gov.in)

#### Technical Bid (Eligibility Criteria)

Technical bid response must comply with the annexures provided and all the compliances stated in the Chapter - 3 Eligibility Criteria.

IFCI reserves the right to waive any of the Technical Specification during technical evaluation, if in the IFCI’s Opinion it is found to be minor/deviation or acceptable deviation.

#### Commercial Bid

The rates as given in the schedule to be quoted in figures and the rates must be inclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

1. Technical bid would be considered only on receipt of EMD prior to opening of bids. Thus the onus of Proof of having submitted EMD well before the final date/ time lies with the bidder.
2. Only one bid would be considered from one firm/Company for online e-Tendering.
3. The Bidders are also advised to visit the aforementioned websites on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

All prospective bidders will be notified of the amendment which will be final and binding on all the bidders via notification of the CPPP *portal and IFCI Website only*.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids. Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

**Note:**

- If the online submission does not include all the information required or is incomplete, the proposal is liable to be rejected.
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by IFCI.
- The evaluation of the bid will only be based on the documents uploaded online on e-Tendering portal [www.eprocure.gov.in](http://www.eprocure.gov.in).
- The bids shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders who satisfy the technical requirements as determined by IFCI, shall qualify for the COMMERCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder an idea of the evaluation process that IFCI may adopt.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- The firms registered as micro/ small enterprise with MSME and NSIC under its single point registration scheme are exempted from furnishing bid security, provided they are registered for the items they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

**IFCI takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier etc.**

- Bidders willing to submit revised bids may do so before the closing date by uploading revised bid.
- Bidder or their authorised representative may remain present at the time of opening of bid. The authorised representative should carry the authorisation letter of the bidder in this regard.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

### **Transfer of Bid Document/ Award**

Transfer of Bids submitted by one Bidder of Award by successful bidder to other party is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

### **Evaluation of Technical Bids**

IFCI will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified), and at the place specified in the Tender. The Bidders' representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.

IFCI reserves the right to open the bids at the stipulated/notified time & date, even if vendor/s express their inability to attend the opening of bids.

The bidder representative should bring an authority letter on the company letter head to attend / represent the bidder in the meetings, else the person shall not be allowed to attend the meetings.

IFCI will evaluate and compare the bids which have been determined to be substantially responsive. **In case of a tie:** - The bidder having higher turnover in past three financial years i.e. FY 18,17, and 16 shall be awarded the contract.

### **Price Evaluation Criteria**

Bidders should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes, duties, levies, insurance, transportation etc., applicable excluding service tax for entire scope of work as per Price bid format included of this tender document.

Commercial Evaluation of the technically eligible bids, shall thereafter be done on L-1 basis. Bids shall be evaluated on the basis of the total evaluated value as per the quoted rates for the services mentioned in Scope of Work.

In case of tie, contract may be awarded to bidder qualifying the above stated norm.

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## Chapter-6

### Standard Terms & Conditions

#### Clarification of Tender Document

The prospective Bidders requiring any clarification of the Tender Document may notify IFCI in writing or by e-mail as specified in RFP.

#### Amendment of Tender Document

At any time prior to the last date for receipt of bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing/ published on the IFCI's website. In order to afford prospective Bidders reasonable time in which to take amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

#### Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal.

#### Proposal Cost

IFCI is not liable for any costs incurred by bidders in preparing responses to this Request for Proposal or for any work performed prior to official appointment by IFCI.

#### Any other Information

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder may provide any other information/description like performance Figures specified/indicated along with supporting documents/calculations.

#### Validity of the Bid

The Bid shall be valid for a maximum period of 90 days from the last date of OPENING OF Financial bids submission as indicated. Bidder should submit an undertaking in this regard.

In exceptions circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

## **Exclusivity**

IFCI will choose one (1) successful vendor to provide the required services.

Further, No Consortium bids as well as sub-contracting in any form shall be accepted.

## **Micro & Small Enterprises**

The following facilities are extended to Micro & Small Scale units registered with National Small Industries Corporation & to be mentioned in tender documents as & where required:-

- Exemption from Payment of Earnest Money.
- Waiver of Security Deposit up to the monetary limit for which the unit is registered;

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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 MSME.

The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

## **Language**

The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

## **Rectification of Errors**

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

## **Rejection of Bid**

Bids may be rejected on occurrence of any one of the following events/ conditions.

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any evidences of cartelisation.
- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.

- Bids without power of attorney, Board Resolution and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

### **Technical Rejection Criteria**

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

### **Commercial Rejection Criteria**

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

### **Confidentiality of the Document**

This Tender Document is confidential and IFCI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

The Bidder will treat all data & information about IFCI, obtained in the execution of its responsibilities as confidential & will not reveal such information to any other party without prior written approval of IFCI. If the Bidder leaks any such information to any third party (Web/Mail), IFCI holds the right to take such action as may be necessary.

### **Conflict of Interest**

Bidders must disclose to IFCI in their Proposal any potential conflict of interest, including any which may involve IFCI employees who may have a financial interest in a Bidder.

If such conflict of interest does exist IFCI may, at its discretion, refuse to consider the Proposal.

### **Non-Collusion**

Vendor shall not discuss or communicate, directly or indirectly, with any other Vendor or their agent or representative about the preparation of their Proposals. Vendor shall attest that its participation in the RFP process is conducted without collusion or fraud.

If IFCI discovers there has been a breach of this Requirement at any time, IFCI reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

## **Right to Accept or Reject the Tenders**

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected at the discretion of IFCI.

IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **Price Basis**

Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.

## **Clarification of bids**

During evaluation of Bids, IFCI, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

## **Assignment**

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. The Bidder shall notify IFCI in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

## **Annulment of Award**

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event IFCI may make the award to any other bidder at the discretion of the IFCI or call for new bids.

## **Good Faith Statement**

All information provided by IFCI in this RFP is offered in good faith. Individual items are subject to change at any time. IFCI makes no certification that any item is without error. IFCI is not responsible or liable for any resulting claims by use of this information.

## **Award of Contract**

Before the expiry of the period of validity of the proposal, IFCI shall notify the **L1** Bidder in writing by registered letter/ e-mail or by fax, that its bid has been accepted.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within three (3) days of receiving the notification.

If L1 Vendor fails to execute the order, IFCI will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IFCI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IFCI may then cancel such tender at their discretion, unless the firm retains its character.

The contract will be initially for a period of 1 year with a provision of two year extension subject to satisfactory evaluation of performance of service provider by IFCI.

In case a service provider who has already served IFCI in preceding year, may be granted extension only for residual period as per the above clause.

## **Commencement of Work**

The successful bidder shall commence the work within 5 working days from date of awarding the contract or as per the schedule provided by IFCI, and shall proceed with the same with due expedition without delay.

If the bidder fails to start the work within stipulated time as per LOI/PO/Work Order or as intimated by IFCI, at its sole discretion will have the right to cancel the contract. The Security Deposit with IFCI will stand forfeited without any further reference to the bidder and without prejudice to any and all of IFCI's other rights in this regard.

All the work shall be carried out under the direction and to the satisfaction of IFCI.

Further All products and results of vendor's services rendered hereunder (the "Work") are works made for IS Audit. Bidder acknowledges and agree that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of IFCI.

## **Delivery Schedule:**

The entire audit may be completed within 2 months from the date of letter of appointment.

## **Specific terms to the RFP**

### **Reporting Progress**

In case during the Audit period of the proposed scope of work defined in e-tender, the progress falls behind schedule or does not meet the desired requirements, the Auditor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to IFCI for its review and approval. All time and cost effect in this respect shall be borne, by the successful bidder unless otherwise expressly provided in this RFP.

### **Contract Administration**

Both the parties IFCI and the successful bidder shall appoint an individual as their authorized representative (hereinafter referred to as 'Representative') through a written notice to the other party as the primary contact of each party with respect to this Contract, which person may be re-designated by a party by notice to the other.

For the purpose of execution or performance of the obligations under this contract, IFCI's representative would act as an interface with the nominated representative of the Auditor.

### **Right of Monitoring, Inspection and Periodic Audit**

IFCI reserves the right to inspect, monitor and assess the progress / performance / maintenance of scope of work defined in this e-tender at any time during the course of this contract.

The audit reports rendered by the Auditor to the IFCI are the exclusive property of the IFCI.

### **IFCI Obligations**

IFCI representative shall interface with the Auditor, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of this contract. IFCI shall provide adequate co-operation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of IFCI is proper and necessary.

IFCI shall ensure that timely approval is provided to the Auditor, where deemed necessary.

### **Information Security**

The Auditors shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by IFCI out of Data Centre premises without prior written permission from IFCI.

## **Intellectual Property Rights**

All rights, interests and ownership of all Intellectual Property owned prior to the parties entering into this Agreement (Pre-existing IP) will at all times remain vested with that party during and after expiration, of this Agreement and no claim, encumbrance or dealing in Pre-existing IP will be made by the party to whom the Pre-existing IP has been provided.

Where newly developed Intellectual Property, not being Pre-existing IP, is created in the provision of Services under this Agreement (Developed IP) the Developed IP will vest in IFCI Limited unless expressly agreed to in writing between the parties at each instance.

## **Applicable guidelines**

All relevant and extant instructions of Government of India, RBI Circular for IT framework for the NBFC sector, and any other applicable guidelines shall be applicable to the selected bidder (Auditor) and it shall be required to comply with the same.

The above circular can be accessed from RBI website- Master Direction DNBS. PPD.No.04/66.15.001/2016-17 dated June 08, 2017.

It is however, stated that IFCI does not project that the said compilation is exhaustive in any way. The Auditor is expected to be aware of and comply with all guidelines of the above entities regarding its services.

## **Terms of Payment**

IFCI will not pay any advance for the said RFP. The Invoice amount will be paid by IFCI, subject to Compliance of the following:

- No advance shall be paid in whatsoever circumstances
- The bidder should provide proof of satisfactory completion of the award of contract.
- All payments shall be released directly by IFCI to the Bidder against accepted Original Physical invoice raised.
- IFCI will have the absolute right to encash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.
- The requisite details to release payment through E-banking will be asked for from the successful bidder at the time of award of contract.

## **Note: -**

- 1) If the Vendor fails to furnish necessary supporting documents i.e. GST Invoice /Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the Vendor
- 2) TDS/TCD shall be deducted at the prescribed rate, if any (as the case may be).
- 3) IFCI can adjust / forfeit Bank Guarantee obtained from the Vendor against any loss of input tax credit to IFCI on account of supplier's default.

- 4) In case IFCI has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

### **Supplementary Information to the RFP**

If IFCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### **Termination Clause**

IFCI at its absolute discretion, reserves its right to terminate the contract/agreement for any reason including but not limited to the following

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected vendor/bidder, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination : IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
  - the Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
  - it is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
  - for any reason whatsoever, the selected vendor/bidder becomes disentitled in law to perform his obligations under this contract/agreement.
  - The bidder is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of IFCI.
  - Considering the statutory requirement of sending Annual Report and AGM Notice to the shareholders of IFCI's within the prescribed timeline, In the event of termination, the Security Deposit of the bidder shall stand forfeited and IFCI shall have the right to terminate/ depanel/ blacklist the vendor/bidder and deny

any future orders, along with recovery of all expenses incurred in holding the Annual General Meeting on a future date, if any.

## **Indemnity**

The vendor/bidder shall indemnify to protect and save IFCI, its employees, personnel, officers, directors and representatives against all claims, losses, costs, damages, expenses, action suits and other proceedings.

## **Jurisdiction**

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

## **Violation of Terms**

IFCI clarifies that IFCI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor and its Partners from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies IFCI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## **Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.

## **Waiver of Minor Irregularities**

IFCI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request for Proposal" (RFP), requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is selected.

## **Force Majeure**

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure

beyond the selected vendor/bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

### **Bid Security / earnest Money Deposit (EMD)**

An amount of Rs.50,000/- (Rupees Fifty Thousand only) by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI Limited" payable at New Delhi, is required to be submitted in a sealed envelope (off line mode)

Following information should be marked on the face of the sealed envelope.

### **"EMD - Appointment of Auditor for Conducting Information Security Audit"**

Name of Party.....

Tender No.....

Earnest Money Amount ..... Issuing Bank..... Date.....

EMD must be submitted in a sealed envelope addressed to

Dy. General Manager (CPD)

IFCI Limited, IFCI Tower

13th Floor, 61 Nehru Place

New Delhi-110 019

Tel.: 011-26487444/41732000

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.

- No interest or any other expenses, whatsoever in regard to EMD will be payable by IFCI.
- The Micro Small and Medium Enterprise (MSME) units shall be exempted from submission of EMD. Bids of MSME should be accompanied by valid certification from MSME.
- Technical Bids be opened on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
- EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever.
- IFCI shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid. IFCI reserves the right to extend the deadline for submission of bids.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

### **Discharge of Bid Security / EMD**

Upon the successful signing of the agreement, IFCI shall promptly request the Bidder, to provide performance guarantee. On receipt of the performance guarantee, the bid security of all bidders will be released.

### **EMD to be forfeited:**

1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of IFCI regarding forfeiture of the Bid Security shall be final and binding upon bidders.

If during the bid process, any information is found false/fraudulent/mala fide, then IFCI shall reject the bid and, if necessary, initiate action.

### **Performance Security / Bank Guarantee**

The vendor needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of **10% (TEN per cent)** of the Contract Value, valid for 6 months from the date of its issue plus a claim period of 3 months, BG format attached as Annexure 11.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of "IFCI Ltd", New Delhi. The Performance Bank Guarantee may be discharged/ returned by IFCI after the completion of the contract upon being satisfied for the performance of the obligations of selected bidder under the contract.

Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by competent authority, IFCI shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the goods/services as mentioned in the scope of Work, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

No Bank Charges/interest shall be payable by IFCI for issuance of Performance Security / Bank Guarantee.

### **Return of Performance Security BG**

The Performance Bank Guarantee/ DD amount may be discharged/ returned by IFCI after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.

In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI. No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

### **Merger/ Acquisition of Bidder**

In the event of the Bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with IFCI should be passed on for compliance to the new company in the Negotiations for their transfer.

### **Delays in the Bidder's Performance**

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s).

IFCI reserves the right to reject a bidder in case it is observed that they may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard.

As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

### **Liquidated Damages and Penalties**

If the Selected Vendor fails to perform the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, have the right to forfeit the Bid Security.

The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

### **Confidentiality of Information**

This document contains information confidential and proprietary to IFCI. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of IFCI, affiliates, and/or business partners.

Disclosure of receipt of any part of the afore mentioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from IFCI. Reproduction of this RFP, without prior written consent of IFCI, by photographic, electronic, or other means is prohibited.

While IFCI shall disclose INFORMATION to Bidder to facilitate IS audit, the bidder agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION.

Further the bidder agrees to keep it confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.

The Bidder shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by OWNER, or was known to and recorded in writing by Bidder prior to the time of disclosure by IFCI, or is received from a third party or passes into the public domain without breach of this Agreement.

With respect to any INFORMATION known by Bidder prior to the time of disclosure by IFCI that Bidder believes to constitute the INFORMATION, or any portion thereof, Bidder shall disclose to IFCI an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by IFCI.

Bidder further agrees, at the request of IFCI, to refrain from using or disclosing to any other person or entity any confidential information of IFCI.

**Miscellaneous Conditions:**

- The personnel engaged by the selected bidder are subject to security check by the IFCI Security Staff at any time and the selected vendor/bidder shall ensure their presence for the said purposes.
- Selected bidder shall be solely responsible for theft, burglary, fire or any mischievous deeds by his staff and also for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. IFCI shall have no liability whatsoever in this regard and the selected bidder shall indemnify IFCI against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- Selected bidder will allow the Reserve Bank of India or persons authorized by it to access IFCI's documents, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time.

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## Chapter – 7

### Annexures

#### Annexure 1

#### Bidder's Information

S. No.	Particulars/Details	Documents Attached
1.	Name of the Bidders/Firm	
2.	Registered Office (mention Address)	
3.	Address of Office for Communication	
4.	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
5.	Authorized Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
6.	Alternate Authorized Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
7.	PAN (Please submit self-certified photocopy)	
8.	GSTIN No. (Please submit self-certified photocopy)	
10.	CERT-IN (Please submit self-certified photocopy)	
11.	Company Registration No.	
12.	Service Tax Registration No.	
13.	Income Tax Return for last 3 years.	
14.	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
15.	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
16.	The bidder should have at least 4 Auditors who are CISA/CISSP qualified or equivalent and should be continuously	Audit team details such as name, qualification and experience to be provided on the letter head of the

	part of the team that will conduct the audit at IFCI		bidder.		
17.	Whether, MSME, if yes, attached valid copy of certificate.				
18.	Whether you accept all the terms and conditions of the tender; Yes/No				
19.	Details of IS Audit carried out in past 5 years				
	Financial Year	Name & Address of the Client	Work Order No. & Date	Project Duration	Project Size
	2017-18				
	2016-17				
	2015-16				
	2014-15				
	2013-14				

**Tender Acceptance Letter**

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

To

IFCI Limited,  
IFCI Tower, 61 Nehru Place,  
NEW Delhi -110 019

Dear Sir/Madam,

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

**Name of Tender / Work:** \_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) [www.ifcilttd.com](http://www.ifcilttd.com) as per advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by IFCI Ltd. has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We hereby declare that our Company/Organisation has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three year.
6. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three year.

7. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.
8. I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.
9. I further certify that I am authorized to represent on behalf of my company/firm for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.
10. I/We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.
11. I/We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.
12. I/We hereby declare that we have not been providing IT related service(s) to IFCI or its subsidiaries currently and should not have conducted IS Audit/ VAPT during the last 3 years (From Date of Issue of this RFP) for IFCI.
13. I/We further confirm our unqualified acceptance to all Terms and conditions.
14. I/We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.
15. I / We (inclusive of experts, personnel and sub-consultants) certify that I/ we have no business or family relationship with the personnel of IFCI who are directly/indirectly involved in any part of this e-tendering process for Appointment of Auditor for Conducting Information Security Audit.

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

**Annexure 3**

**Offer Forwarding Letter /Tender Submission Letter**  
(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

**Tender No:** .....

**Dated:** .....

To,  
IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi -110 019

Dear Sir,

Sub: Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by IFCI Limited, ....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

- i) Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid
- iv) Documents referred to in tender document
- v) Forms and Procedures

Should our Offer be accepted by IFCI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by IFCI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

I/We certify that in case the Tender is awarded to us, we undertake the responsibility for police verification of each and every person deployed by us at IFCI.

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal Date:

**Declaration By Authorised Signatory of Bidder**  
(To be typed & submitted in the letter Head of the Company/firm of Bidder)

To,

**IFCI Limited**  
**IFCI Tower**  
**61 Nehru Place**  
**New Delhi -110 019**

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref: i) NIT/Title of the work. Name of Tender No.....,  
ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

**No Deviation certificate**

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

**IFCI Limited**  
**IFCI Tower**  
**61 Nehru Place**  
**New Delhi -110 019**

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref: i) NIT/Tender No.....,  
ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and our tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable), and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

**FINANCIAL BID – FORMAT**

**Name of the Bidder:** .....

S.No.	Particulars	Amount	Taxes	Total Amount
1	<b>Fees for Information security audit</b>			
	<b>Total Amount</b>			

**Note:** The bidder should quote price inclusive of all expenses, duties, levies, out of pocket expenses, etc. but exclusive of applicable taxes. The applicable taxes would be paid on actuals by IFCI.

Certified that the above offer is valid for 3 months from the opening of technical bid.

Signature of the Authorized Signatory

Name of the Firm: .....

Place: .....

Date: .....

Address: .....

(with rubber stamp of the firm)

**Declaration of Relation in IFCI**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

**IFCI Limited**  
**IFCI Tower**  
**61 Nehru Place**  
**New Delhi -110 019**

Dear Sir,

**Sub: Declaration for relation in IFCI**

**Subject:**

**RFP**

-

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in IFCI

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in IFCI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in IFCI and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If IFCI Management come to know at a later date that the information furnished by the Bidder is false, IFCI reserves the right to take suitable action against the Bidder/Contractor.

**Format of sending Pre-bid queries**

**Ref: RFP No.**

\_\_\_\_\_ **Name**

**of the Bidder:**

**Contact Address of the Bidder:**

<b>Sr. No.</b>	<b>Section Number</b>	<b>Page Number</b>	<b>Query</b>

**Escalation Matrix (bidding company)**

**Ref: IFCI Tender No.** \_\_\_\_\_

<b>Name</b>	<b>Organization</b>	<b>Designation</b>	<b>Type of support</b>	<b>Mobile</b>	<b>Phone</b>	<b>Email address</b>

**Any changes in the Designations / Contact Persons IFCI need to be informed immediately.**

Thanking you,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization .....

**Integrity Pact**

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs. 10 Lakh or more. To be signed by the same signatory competent / authorized to sign the relevant contract on behalf of IFCI Ltd.)

( \_\_\_\_\_ Name of the Department / Officer)

Tender No. \_\_\_\_\_ for \_\_\_\_\_

(Each Tender must have Distinct Number and Subject Matter)

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_\_ day of the \_\_\_\_\_, between, on one hand, IFCI Ltd., a company Incorporated under Companies Act, 1956, with its Registered Office at IFCI Tower, 61 Nehru Place, New Delhi – 110019, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s. \_\_\_\_\_

\_\_\_\_\_ (with complete address and contact details) represented by Shri \_\_\_\_\_ (i.e. Vendor / Bidders hereinafter called the 'Counter Party') which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the principal has appointed Independent External Monitors (IEMs) to monitor the Tender process and execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

WHEREAS the Counter Party is a private Company/ Public Company/ Government Undertaking/ Partnership, etc. constituted in accordance with the relevant law in the matter and the Principal is a Government Company and a Systematically Important, Non-Deposit taking, Non-Banking Financial Company, (NBFC-ND-SI).

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 tenor of the contract to be entered into with a view to "-

Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Counter Party to abstain from bribing or indulging in any type of 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 PRINCIPAL 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: -

I. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
  - c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## II. Commitments of Counter Parties

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) commit himself / themselves to observe these principles during participation in the Tender Process and during the Contract execution: -

1. The Counter Party 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 etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the 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.
2. The Counter party 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 etc. to any official of the Principal or otherwise in procurement 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 Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.

7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### III. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

### IV. Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### V. Equal Treatment of all Bidders/Contractors/Subcontractors/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.

3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### VI. Independent External Monitor (IEM)

1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the IEM is as under: -

Dr. Anita Chaudhary

Email id: [anitach123@hotmail.com](mailto:anitach123@hotmail.com)

Shri Sadhu Ram Bansal

Email id: [sr.bansal123@gmail.com](mailto:sr.bansal123@gmail.com)

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.
4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of

IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.

7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

#### VII. Duration of the Integrity Pact (IP)

This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

#### VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses: -

\_\_\_\_\_  
(For and behalf of Principal)

\_\_\_\_\_  
(For and behalf of Counter Party)

WITNESSES:

1. \_\_\_\_\_ (Signature, name and address)
  
2. \_\_\_\_\_ (Signature, name and address)

Note: In case of Purchase Order wherein formal agreements are not signed reference to witnesses may be deleted from the past part of the Agreement.

**Bank Guarantee Format For Security Deposit**  
(To be executed on Non-judicial Stamp Paper of Rs.100/-)

Ref. No..... Bank Guarantee No.....  
Dated.....

To  
**IFCI Limited**

Dear Sirs,

In consideration of **IFCI Ltd, IFCI Tower, 61 Nehru Place, New Delhi-110019** (hereinafter called the "IFCI" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into an agreement dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and IFCI having agreed that the Contractor shall furnish to IFCI a Bank Guarantee for Indian Rupees \_\_\_\_\_ for the faithful performance of the entire contract.

2. We (name of the bank) \_\_\_\_\_ registered \_\_\_\_\_ under the \_\_\_\_\_ having head/registered office at \_\_\_\_\_ and one of its branch at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. \_\_\_\_\_ (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by IFCI on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IFCI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.
  
3. The Bank also agrees that IFCI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that IFCI may have in relation to the Contractor's liabilities.

4. The Bank further agrees that IFCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IFCI against the said Contractor 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 reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of IFCI or any indulgence by IFCI to the said Contractor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the entire period that is taken for the performance of the contract and all dues of IFCI under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till IFCI discharges this guarantee in writing, whichever is earlier. IFCI shall be entitled to invoke the Bank Guarantee in full or in part and in the event the Bank Guarantee is invoked partly, this Bank Guarantee shall continue to be valid and binding for the balance amount/ part thereof.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IFCI or that of the Contractor.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Courts in Delhi.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures)\_\_\_\_\_Indian Rupees/- (in words) [\_\_\_\_\_ ] and our guarantee shall remain in force until \_\_\_\_\_.2019. In case of any delay in delivery, Performance Guarantee will be suitably extended.
9. Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of IFCI under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of IFCI under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of .....2019 at .

WITNESS NO. 1

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
Full name and official  
address (in legible letters)

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
Full name, Designation and Address  
(in legible letters) with Bank stamp  
Attorney as per Power of  
Attorney No.\_\_\_\_\_ Dated \_\_\_\_\_

WITNESS NO. 2

\_\_\_\_\_  
(Signature)  
Full Name and Official Address (in legible letters)