

# **Request for Proposal (RFP) for Empanelment of Information System Auditors (E-tendering)**



**UCO BANK  
Head Office-2  
Department of Information Technology  
7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata-700 064**

युको बैंक  UCO BANK

**RFP Ref. No: UCO/DIT/2920/2022-23 Date: 10.03.2023**

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its RFP for Empanelment of Information System Auditors (E-tendering). It should not be reused or copied or used either partially or fully in any form

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## **ABBREVIATIONS**

The long form of some abbreviations commonly used in the document is given below

<b>Abbreviations</b>	<b>Description</b>
SB	Successful Bidder
SLA	Service Level Agreement
CVC	Central Vigilance Commission
CBS	Core Banking Solutions
CCNA	CISCO Certified Network Associate
CCNP	CISCO Certified Network Professional
DC	Data Centre
DR Site	Disaster Recovery Site
EMD	Earnest Money Deposit
EMS	Enterprise Management Services
EOD	End of Day
FMS	Facility Management Services
GUI	Graphical User Interface
MSME	Micro Small Medium Enterprise
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
BG	Bank Guarantee
TCO	Total Cost of Ownership
BRANCHES	UCO Bank Domestic Branches

### CONTROL SHEET TABLE

<b>Tender Reference</b>	<b>RFP Ref. No: UCO/DIT/2920/2022-23 Date: 10.03.2023</b>
<b>Cost of Tender Document</b>	<b>Rs.2,500/- (Rupees Two Thousand Five Hundred Only)</b>
<b>Cost of EMD</b>	<b>Rs.10,00,000/- (Rupees Ten Lakh Only in the form of BG)</b>
<b>Date of issue of RFP</b>	<b>10.03.2023</b>
<b>Pre-Bid queries submission Date</b>	<b>On or before 19.03.2023 up to 05:00 PM</b>
<b>Pre bid Meeting and Venue</b>	<b>20.03.2023 at 12:30 PM (Meeting would be done through Video-Conferencing)</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>11.04.2023 at 04:00 PM</b>
<b>Opening of Technical Bids</b>	<b>11.04.2023 at 04:30 PM</b>
<b>Opening of Commercial Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Website for Online RFP</b>	<a href="https://www.ucobank.com">https://www.ucobank.com</a> & <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a>
<b>Address of Communication</b>	<b>Chief Manager, UCO Bank, Head Office-2 Department of Information Technology 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064</b>
<b>Address for support for Online RFP/Process of submission of tender documents</b>	<p>This Tender will follow e-tendering process [e-bids] as under which will be conducted by Bank's authorized e-Tendering Service Provider M/s E-Procurement Technologies Limited through Website <b><a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a></b></p> <p>Following activities will be conducted online through above website:</p> <ul style="list-style-type: none"><li>a) Submission of Eligibility/Technical Bid &amp; Commercial Bid by the bidder</li><li>b) Clarification, if any, sought by the Bank</li><li>c) Opening of Eligibility/Technical Bid by the Bank</li><li>d) On-line evaluation by the Bank.</li><li>e) Opening of Commercial Bid by the Bank &amp; On-line evaluation.</li></ul> <p>Representatives of bidders will be given training for e- Tendering by the Service Provider, M/s E-Procurement Technologies Limited.</p> <p>* Bidders who wish to participate in online tenders</p>

will have to register with the website (<https://eauction.auctiontiger.net/EPROC/> ) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

\* Following facilities shall be provided to registered bidders by the service provider M/s E-Procurement Technologies Limited:

a) Support to the Bidders for participating in the bids through e-tendering Website.

b) Call center support/ email/ phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.

d) User Manual / Training Kit to the Bidder.

e) Any no. of users of Bidder organization can take support on the e-tendering system.

f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s E-Procurement Technologies Limited. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

E-Procurement Technologies Limited.  
ISO 9001:2015, ISO 27001:2013 & CMMI Level-3  
Certified Company A-201-208, Wall Street - II, Opp.  
Orient Club, Nr. Gujarat College, Ellisbridge,  
Ahmedabad – 380006, Gujarat, India

Ph: - 079-35022106 / 7990334985

Fax: - 080-49352034

Help Desk:

Contact Person: Mr. Hitesh Khemani

Mobile no. 079-35022106 / 7990334985

(On working days-0900 hours–1800 hours) e-mail:

**Hitesh.k@procuretiger.com**

	<p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid</p>
<b>Email address</b>	<a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a> <a href="mailto:Hitesh.k@procuretiger.com">Hitesh.k@procuretiger.com</a> <a href="mailto:nandan.v@eptl.in">nandan.v@eptl.in</a>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel: 033-44559770/ 9324</b>
<p><b>Note:</b> UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers</p>	



# **PART-I**

## **1 INTRODUCTION**

UCO Bank, a public sector bank having its Head Office at Kolkata has implemented many key technology solutions like Core Banking (CBS), Internet Banking (E-Banking), Mobile Banking, ATMs, Integrated Treasury System, RTGS, SFMS, NEFT, Security Operating Centre etc. The bank is using Finacle Software of M/s Infosys Technologies Ltd. as the Core Banking Solution for both Domestic and International operation. The bank's Primary Data Centre (DC) is located at Bangalore. The Department of Information Technology, Head Office as well as the Disaster Recovery Site is located at Kolkata. The Bank's Treasury & Payment Gateway Primary site is located at its Integrated Treasury Branch, Mumbai and the related Disaster Recovery Site is located at Bangalore. The ATM switch Centre of our bank, which is hosted by M/s Euronet is located at Mumbai with DR site at Chennai.

## **2 Objectives**

The Bank intends to appoint CERT-IN empanelled Information Systems Security Auditor to conduct Information Systems Security Audit.

To conduct IS audit at Bank's Data Center, Disaster Recovery Site, Integrated Treasury branch, Treasury DR Site, ATM Switch/Centre etc., providing independent assurance to the Bank on:

- Robust IT security
- Mitigation of risks where there are significant control weaknesses
- Safeguarding the information assets viz. hardware, network etc.
- Maintaining security, confidentiality, integrity and availability of data
- Efficient utilization of IT resources
- Ensuring compliance of IT Security Policy/IS Audit Policy and procedures defined by the Bank
- Providing minimum domain wise baseline security standard / practices in a checklist format to be implemented to achieve a secure IT environment for technologies deployed at UCO Bank separately for Servers, Database Management System (DBMS), network equipment's, security equipment's etc.

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

**Deputy General Manager (DIT)**  
**UCO Bank, Head Office-2**  
**Department of Information Technology,**  
**7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**  
**Salt Lake, Kolkata - 700 064**

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

### **3 ELIGIBILITY CRITERIA**

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Proof of Documents required/ must be submitted
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur & still categorized as MSME as on Bid issuance date, if any for the last 3 years as on Bid issuance date.	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies along with</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> </ol> Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2.	The Bidder should have minimum annual turnover of Rs. 3 Crores per year, during the last three financial years (i.e., 2019-2020, 2020-2021 and 2021-22).	Copy of audited balance sheet of the financial years i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted.
3.	The Bidder should have positive Net Profit in last three financial years. (i.e., 2019-2020, 2020-2021 and 2021-22)	Copy of audited balance sheet of the financial years (i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted. Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted.
4.	The bidder should have an experience in the business of Information System auditing (IS Auditing) in India in at least last three years as of bid submission date	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Service Certificates / Completion Certificates in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
5.	The bidder must be having on their rolls, on permanent employment basis, a minimum of 10 (ten nos.)	The profile of the Core Audit team must be submitted as per format given in Annexure – XX format. Respective

	professionals who hold professional certifications like CEH / CISA / CISSP / CISM / ISO 27001 LA / DISA (ICAI) with requisite experience to handle the work as per the scope (valid as on date).	professional certificates to be submitted.
6.	<p>The bidder should have Banks / Financial Institutions as their clients for IS Audit. The bidder must have completed at least one full cycle of System Audit in last two financial years, for a minimum of one (01) no. of Public / Private Sector Bank in India. The bidder should have conducted IS Audit in following areas: -</p> <ol style="list-style-type: none"> <li>1. Process Audit</li> <li>2. Site Audit</li> <li>3. VA/PT</li> <li>4. Source Code Audit</li> <li>5. Forensic Audit</li> <li>6. Application Audit</li> <li>7. Network Audit</li> <li>8. Audit of Security devices/Solutions/Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc.</li> <li>9. Database Audit</li> <li>10. Migration Audit</li> <li>11. Cloud Security Audit</li> <li>12. SWIFT Audit</li> </ol> <p>The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.</p>	Documentary proof must be provided as per format given in Annexure along with copies of Work Order along with completion certificate.
7.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, bye-Laws, Guidelines, Notifications etc.	Documentary evidence to be submitted by the bidder as per Annexure – VI. Bidder shall also submit an undertaking in letter head as per format given in annexure for undertaking IS Audit Assignment.
8.	To ensure audit independence, the bidder should not have been a vendor / Consultant of IT equipment / peripheral / software / Services /	Undertaking on company letterhead mentioning the same should be submitted.



	existing IS auditor of UCO Bank in the past 2 years.	
9.	The bidder should be an empanelled Security Auditing Firm with CERT-IN as on bid publication date and also during the course of Audit.	Copy of valid CERT-IN certificate
10.	Bidder should not have been debarred / black-listed by any bank or RBI or ICAI or any other regulatory authority or Financial Institutions in India as on date of bid submission.	Annexure V is to be submitted
11.	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Note: -

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider.

## **PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1 INVITATION FOR BIDS**

This Request for Proposal (RFP) is to invite proposals from eligible bidders for RFP for Empanelment of Information System Auditors. Offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2 DUE DILIGENCE**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

### **3 TENDER DOCUMENT & FEE**

A complete set of tender documents can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of Earnest Money Deposit and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

The Bank details are as below:

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7th floor, 3&4 DD Block, Salt Lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9770

#### **4 EARNEST MONEY DEPOSIT**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD (in the form of BG)</b>
RFP for Empanelment of Information System Auditors (E-tendering)	<b>Rs. 10,00,000/- (Rupees Ten Lakh Only)</b>

Non-submission of Earnest Money Deposit will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

The Earnest Money Deposit may be forfeited under the following circumstances:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of UCO BANK.

- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

## **5 REJECTION OF THE BID**

The Bid is liable to be rejected if:

- i) The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii) It is received through E-mail.
- iii) It is received after expiry of the due date and time stipulated for bid submission.
- iv) Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- v) Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- vi) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- viii) Non-submission of Integrity Pact as per format given in Annexure – XIII.

## **6 PRE-BID MEETING**

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to [hodit.proc@ucobank.co.in](mailto:hodit.proc@ucobank.co.in). It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-XII.

## **7 MODIFICATION AND WITHDRAWAL OF BIDS**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the Earnest Money Deposit will be forfeited by the bidder.

## **8 INFORMATION PROVIDED**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

## **9 CLARIFICATION OF OFFER**

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

## **10 LATE BIDS**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

## **11 ISSUE OF CORRIGENDUM**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **12 FOR RESPONDENT ONLY**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

### **13 DISCLAIMER**

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

### **14 MSME**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- a) Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- b) To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- c) MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- d) Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be

considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

## **15 COSTS BORNE BY RESPONDENTS**

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

## **16 NO LEGAL RELATIONSHIP**

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

## **17 CANCELLATION OF TENDER PROCESS**

UCO Bank reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.

The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

## **18 CORRUPT AND FRAUDULENT PRACTICES**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

**AND**

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.



The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **19 NON-TRANSFERRABLE OFFER**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

## **20 ADDRESS OF COMMUNICATION**

Offers / bid should be addressed to the address given in bid control sheet.

## **21 PERIOD OF BID VALIDITY**

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO Bank. UCO Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO Bank may solicit the bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional and irrevocable. The Earnest Money Deposit provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its Earnest Money Deposit. In any case the Earnest Money Deposit of the bidders will be returned after completion of the process.

## **22 NO COMMITMENT TO ACCEPT LOWEST OR ANY BID**

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

## **23 ERRORS AND OMISSIONS**



Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

## **24 ACCEPTANCE OF TERMS**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

## **25 RFP RESPONSE**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

## **26 NOTIFICATION**

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **27 ERASURES OR ALTERATIONS**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

## **28 CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT**

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders,

modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

## **29 LANGUAGE OF BIDS**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

## **30 AUTHORIZED SIGNATORY**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.



The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

## **31 SUBMISSION OF OFFER- TWO BID SYSTEM**

UCO Bank will follow Two Bid System i.e., Separate Eligibility & Technical bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Masked Bill of Materials and **Commercial Bid** – containing Price Information.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision

of UCO BANK in this regard shall be final, conclusive and binding upon the Bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid. The envelopes separately should contain the documents in the order mentioned in the following diagram.

The Commercial Offer (Soft copies) should contain all relevant price information as per **Annexure – XIX**.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank 's Name.

**Note:**

**a.** The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.

**b.** Hard copy of Tender Fee, Earnest Money Deposit, Integrity Pact and documents executed on non-judicial stamp paper should be sent on the address given in the control sheet on or before bid submission date.

**c.** Bidders to submit a **masked commercial Bid** i.e., by hiding price commercial bid as per Annexure – XVIII with technical bid envelope to be submitted.

**d.** The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

**e.** Canvassing of any kind or Bid submitted with false information will be a disqualification.

**f.** The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.

**g.** Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.

h. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.

i. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.

j. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

k. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

l. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.



### **32 ADOPTION OF INTEGRITY PACT**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.

- v. Bidders not to pass any information provided by the principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
  - vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
  - vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - viii. A clause should be included in the IP that a person signing IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- ix. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- x. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, in respect of a particular contract, 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 bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) / GeM bid document till the conclusion of the contract i.e., final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – XIII** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

**1. Shri Ranjan S Katoch**

A-91, Alkapuri,  
Bhopal, MP- 462022  
email: [rkatoch@nic.in](mailto:rkatoch@nic.in)

**2. Shri Hare Krushna Dash**

House.No.829, Sector 8  
Gandhinagar- 382007, Gujarat  
email: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)

**All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with bid document.**

### **33 PREFERENCE TO MAKE IN INDIA**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and

the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.

- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### **33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- **"Class-I Local supplier"** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **"Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- **"Margin of purchase preference"** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### **33.2 VERIFICATION OF LOCAL CONTENT:**

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case



may be. They shall also give details of the location(s) at which the local value addition is made.

- b. In case of procurement for a value in excess of Rs 10 Crores , the 'Class-I Local Supplier/ 'Class-II Local Supplier ' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The Bank shall follow all the guidelines/notifications for public procurement.

#### **34 RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the RFP. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -



- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or.
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**iv.** The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**



- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **35 OTHER TERMS AND CONDITIONS**

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.

- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.



## **PART –III: BID OPENING AND EVALUATION CRITERIA**

There would be three (3) stages for evaluation process. The Stages are:

Eligibility Criteria Evaluation  
Technical Evaluation  
Commercial Evaluation

### **1 ELIGIBILITY EVALUATION**

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned above, will be shortlisted for the technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.



### **2 TECHNICAL EVALUATION**

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XV. In the second stage, Technical & Functional Evaluation as mentioned in Annexures – XVI & XVII, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.
- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
- c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.
- d. In T1-L1 method or Technical Eligibility based on Scoring, the score-sheet will be mentioned in detail as per details given below. Based on the scoring, the bidder will be either technically eligible or ranked as T1/ T2/T3 etc.

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part – IV, Annexures – XVI & XVII and Technical Scoring.

The evaluation/selection process will be done with combination of technical competence and commercial aspects as detailed here below. A maximum of 200 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines.

Technical scoring will be done as per the criteria given below:-

**Total marks**

**200**

**Minimum marks for qualifying criteria**

**: 50% of Group-assigned marks  
for each group and 70% of  
Total marks in total score**

Once the evaluation of technical proposals is completed, the bidders who score more than **140 marks in total (out of 200) and minimum 50% in each group of group-wise marks** will only be short-listed. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60%. In case at least 2 participants are not found with score above 60%, the entire process would be cancelled and Bank reserved the right to go in for re-tendering process.

#### **Technical Scoring Criteria (Technical Evaluation Matrix)**

<b>Group No</b>	<b>Evaluation Parameters</b>	<b>Max Marks</b>	<b>Scoring Methodology</b>
1	The bidder must have completed at least one complete cycle of System Audit in last two financial years, for a <b>minimum of one (01) no. of Public / Private Sector Bank</b> in India.	20	<ul style="list-style-type: none"> <li>• 20 marks – 4 or more Scheduled Commercial Banks.</li> <li>• 15 marks – 03 Scheduled Commercial Banks.</li> <li>• 10 marks – 02 Scheduled Commercial Banks.</li> <li>• 05 marks – 01 Scheduled Commercial Bank.</li> </ul>
2	The bidder must be having on their rolls, on permanent employment basis, a <b>minimum no. of professionals</b> (mentioned below) who hold professional certifications like CEH / CISA / DISA (certificate issued by ICAI) / CISSP / CISM / ISO 27001 with requisite experience to handle the work as per the	10	<ul style="list-style-type: none"> <li>• 10 marks – 15 or more professionals.</li> <li>• 07 marks – 11 to 15 professionals.</li> <li>• 03 marks – 10 professionals.</li> </ul>

	scope (valid as on date)		
3	The bidder must have completed at least one complete cycle of System Audit in last <b>two financial years</b> , for a minimum of one (01) no. of Public / Private Sector Bank in India.	20	<ul style="list-style-type: none"> <li>• 20 marks – More than 5 years of experience.</li> <li>• 10 marks – Two to Five years of experience.</li> <li>• 05 marks – Two years of experience.</li> </ul>
4	<p>The bidder should have conducted IS Audit in following areas: -</p> <ol style="list-style-type: none"> <li>1. <b>Process Audit</b></li> <li>2. <b>Site Audit</b></li> <li>3. <b>VA/PT</b></li> <li>4. <b>Source Code Audit</b></li> <li>5. <b>Forensic Audit</b></li> <li>6. <b>Application Audit</b></li> <li>7. <b>Network Audit</b></li> <li>8. <b>Audit of Security devices/Solutions/Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc.</b></li> <li>9. <b>Database Audit</b></li> <li>10. <b>Migration Audit</b></li> <li>11. <b>Cloud Security Audit</b></li> <li>12. <b>SWIFT Audit</b></li> </ol> <p>The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.</p>	150 (Maximum 15 marks for each type of audit)	<p>For each type of audit out of the mentioned 10 types, the following is the scoring pattern: -</p> <ul style="list-style-type: none"> <li>• 15 marks – If bidder submits both Purchase Order and Completion Certificate for each type of mentioned audit types from 03 Scheduled Commercial Banks.</li> <li>• 10 marks – If bidder submits both Purchase Order and Completion Certificate for each type of mentioned audit types from 02 Scheduled Commercial Banks.</li> <li>• 05 marks - If bidder submits both Purchase Order and Completion Certificate for each type of the mentioned audit types from 01 Scheduled Commercial Bank.</li> </ul>

During technical evaluation, the following to be kept in view:-

- The requirements are given in annexures.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response („Y" or "N") to the questionnaire in the column "Compliance" in related annexures.
- The Responses should be as per the table below:

Response	Description
----------	-------------

Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than „Y“ or „N“ the same will be treated as Not Available i.e. „N“.
- Bidder should comply with all the requirements given in annexures. Non-compliance to any of the requirement in annexures may attract rejection of the proposal.

Technical bid evaluation methodology that UCO Bank would adopt is given below:

- The Bank will open the bids, in the presence of Bidders / their authorized representatives who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Bid document.
- **70:30 Techno-Commercial scoring model** will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Evaluation Matrix chart will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost as explained below will be given 30% weightage and shall be called Weighted Commercial Score (WCS).
- The bidder with the highest aggregate score of the WTS and WCS will be selected as "H-1 Bidder" and shall be declared as the Successful Bidder.
- At the time of opening of bids, the bidders/their representatives, who are present, shall sign the register evidencing their attendance. Technical Evaluation will be as explained in following point:-
- **Scoring in the Technical Evaluation Matrix:** The Bidders, who comply with Bank's technical specifications and other terms and clauses of the RFP document as explained in above points, will be shortlisted for evaluation as per the Technical Evaluation Matrix. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Evaluation Matrix. The Bidders themselves will not fill in any score in Technical Evaluation Matrix. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- After scrutiny of the TECHNICAL BID document and supporting documents, and responses to various Technical Evaluation Matrix points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by



the bidder will be called Technical Score.

- Only those bidders achieving at least 70% total score (or as per relaxation given by Bank) in the Technical Evaluation Matrix will be short-listed and proceed to the next round of evaluation i.e. Phase 3 - "COMMERCIAL EVALUATION"
- The marks obtained in Technical Evaluation Matrix will be given a weightage of 70% which will be termed as "Normalised Technical Score" and shall be arrived at as under:

$$\text{Normalised Technical Score} = \frac{\text{Bidder's Total Technical Score}}{200} \times 100$$

If for example, there are three bidders "A", "B" and "C" whose scores are 150, 160 & 180 marks respectively, their "WTS" would be as under:

### **Step 1: Normalized Technical Score**

Bidder "A" =  $150 / 200 \times 100 = 75$

Bidder "B" =  $160 / 200 \times 100 = 80$

Bidder "C" =  $180 / 200 \times 100 = 90$

### **3 COMMERCIAL EVALUATION**

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in respective annexure. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in related annexure.

Under **CQCCBS (Cost Evaluation under Combined Quality Cum Cost Based System)**, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.

Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.



Highest point basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

- a) The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b) In this case of T1-L1 method, H-1 bidder will be selected on the basis of the marks obtained in the technical scoring method and amount quoted for the proposed solution in the commercial bid as per the criteria defined in the RFP.
- c) The Bidder needs to provide Unit costs for components and services; unit rates excluding applicable taxes would be considered for the TCO purposes.
- d) The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- e) In case there is a variation between figure and words, the value mentioned in words will be considered.
- f) In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. However, for the purpose of actual payment to the selected bidder, original commercial bid of L1 shall be considered.

**As an example, the following procedure can be followed: -**

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. **The technical evaluation committee awarded them 75, 80 and 90 marks respectively.** The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

**Proposal Evaluated cost**

A: Rs.100.00 B: Rs.110.00 C: Rs.120.00

Using the formula LEC/EC, where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

**Step 1: Normalized Commercial Score**

A:  $100/100 \times 100 = 100$  points

B:  $100/110 \times 100 = 91$  points

C:  $100/120 \times 100 = 83$  points

**Step 2:** In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A:  $75 \times 0.70 + 100 \times 0.30 = 82.5$  points

Proposal B:  $80 \times 0.70 + 91 \times 0.30 = 83.3$  points

Proposal C:  $90 \times 0.70 + 83 \times 0.30 = 87.9$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 82.5 points : H3

Proposal B: 83.3 points : H2

Proposal C: 87.9 points : H1

Proposal C at the evaluated cost of Rs.120.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

#### **4 NORMALIZATION OF BIDS:**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

1. Incremental bid submission in part of the requested clarification by the Bank.
2. Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this

process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

## **5 SHORTLISTING**

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a) The TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a three years period starting from the date of Purchase order.
- b) The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- c) In case there is a variation between numbers and words; the value mentioned in words would be considered.
- d) In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **PART –IV: SCOPE OF THE WORK**

### **SCOPE OF AUDIT WORK**

UCO Bank has a Board approved IS Audit Policy which needs to be adhered to while conducting the audit. Keeping in view the guidelines of RBI, Govt. of India, NPCI, UIDAI, SWIFT, NCIIPC etc. and Bank's IT security Policy, a comprehensive Information Systems Audit has to be undertaken covering the various Key Areas:

- Preparation of IS Audit Plan in Consultation with concerned Bank officials.
- Defining Checklist for different applications/area of audit in Consultation with the Bank.
- Planning execution of the Audit.
- Conducting the IS Audit.
- Documenting the audit process.
- Report submission to the Bank.
- Conducting the compliance audit.

### **Offices/Units covered:**

- Data Centers at Bengaluru (Primary site for CBS and non-CBS applications) NOC, SOC at Kolkata.
- Disaster Recovery Sites for CBS applications and non-CBS applications at Kolkata, NDR-Bengaluru.
- Treasury Division, SWIFT Center at Bengaluru/Kolkata/Mumbai.
- Digital Banking Division at Bengaluru/Kolkata.
- Bank's CTS Centers at Delhi, Chennai & Mumbai.
- Bank's Contact Centers/ Call Centres at Kolkata/New Delhi/Bengaluru.
- Premises/activities of any third party/service providers (outsourced activities) to review compliance of services/T&C under service level agreements at Bengaluru/Mumbai/Kolkata /Chennai or any other Bank's office/ Vendors location.
- Other HO divisions/ Service Providers at Bengaluru / Mumbai/ Kolkata/ Chennai or any other Bank's office at any place, where critical application/ IT infrastructure is installed or may be installed in future.
- Locations of Service Providers to whom specific services are outsourced.

### **Broad Areas of Audit**

## **I. Regular IS Audits:**

- Vulnerability Assessment of Servers (OS), Database systems, Web Servers, Application Servers, IOS of Security & Network Devices including virtual instances/hypervisors etc.
- Penetration Testing of IT assets (Applications, systems and infrastructure).
- Application Audit (Control)
- Process Audit.
- Network Architecture Review, Network Device Configuration Review.
- Firewall Rule Base Review.
- Source Code Audit.
- Site Audit.
- Performance (Load, Stress, Capacity and Spike) testing.
- Database Audit.
- Audit of all Outsourced activities/services.
- Audit for IT Act Compliance.
- Audit of Disaster Recovery Plans.
- Capacity Planning of IT Infrastructure of Critical Applications. Conducting External Assessment of Equipment's / Applications/ Mobile Apps exposed to outside world (Including APIs).
- Audit of Service Level Management.
- Audit of License Management/Inventory Maintenance.
- Cyber Security Framework as per Cyber Security Policy of the Bank.
- KPI, KRI prepared by CISO.
- Cloud Security Review.
- API Security Review.
- Audit of RA Office.

## **II. Security cum Functional Audit:**

Security cum Functional Audit will be done before GO-Live for New developed application/ After Major Changes in existing applications (both in-house and developed by external vendors).

### **Deliverables:-**

#### Time Lines

- a. Selected IS Auditor will provide schedule of audit, at least 7 working days prior to start of audit along with full credentials of Audit team (with qualification & experience as defined in RFP) who will be conducting the audit.
- b. Completion of quarterly Process Review Audit, Device Level Audit, VA & PT audit as mentioned above within 18 working days.
- c. Minutes of daily meeting will be prepared by next day where observations are based on discussion and will be signed by all participants.

- d. Giving draft report for discussions with owners within 3 working days after completion of audit.
- e. Discussion of the issues with Divisional Head/owner after 2 working days from date of submission of draft report.
- f. Give final report within 3 working days after discussions with owners (Total 28 working days) (18+3+2+3+2).

Activity	Duration
Process Audit	18 working days
Vulnerability Assessment & Penetration Testing	
Device Level Audit	
External Assessment/ Security cum Functional Audit of Application	6 working days
Draft report preparation and submission	3 working days
Discussion on draft report	2 working days
Final Report preparation	3 working days
Follow-up Audit	2 working days

The Security Cum Functional Audits have to be initiated within three days of allotment of audit and completed within 21 working days.

Training to be provided to Bank's officials on half yearly basis.

1. Training is to be given to internal IS Audit team on uses of Tools used for Audit purpose, understanding scripts to be run on server, conducting VAPT, preparation of the Reports based on the identified vulnerabilities (i.e. identifying Risk Impact and Recommendation to mitigate the identified risks).
2. The IS Auditor should explain, to the bank's team all the processes, procedures involved in arriving at audit findings including interpretation of outputs generated by various audit tools.

#### **REPORTS:**

Report should be provided with snap shot / evidence/ documents details from which observation made wherever is easily understood by Bank.

Reporting formats should at the minimum include

- Compliance status of previous quarter report will include observations with status as following- Found complied/ found partially complied/ Found Non-complied/ Exception taken as a separate report.
- Audit report of current quarter with status Repeat/ Exception / New.
- The IS Auditor shall provide different types of reports which would address all issues/observations regarding compliances.
- If repeated – (i) Since when on same server. (ii) Since when on Similar asset.
- If exception– expiry date & authorized by whom.
- Vulnerability ID (Unique identification number (alpha numeric) for each vulnerability and the Identifier should be such that it is Unique for any previous Vulnerability process also.
- Vulnerability Identified (specific to equipment / resources - indicating name and IP address of equipment, Application name where Vulnerability exists and office / department name and should not be generalized).
- Broad domain categorization of activity (Port/SQL Injection/ Services/Physical Access Control/ Logical Access Control/ Environment etc.).
- Risk category & Exploitable status as against –Critical, High, Medium, Low level observations.
- Servers/ Resources affected with IP address.
- Department (in office) to whom the Vulnerability relates.
- Risk / Implication.
- Recommendation for risk mitigation/ removal – step wise. If not resolved, alternate solutions will be provided over phone/ email or personal visits to department if required. Response over phone/ email should come within 4 hours of receipt of request.
- Provision for updating owner's compliance comments.
- Reports should be department wise with brief about Identification of auditee (Address & contact information), Date, location &, time span of audit.
- Explicit reference to key policy and procedure documents of the Bank/RBI against identified risk/observation.
- The reports shall be customized as per the requirements of the Bank.
- Additional mandatory or voluntary standards or regulations applicable to the banking industry as best practices should be reported under "Improvement /suggestions".
- Standards followed
- Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, application security assessment) a. Tools used b. List of vulnerabilities identified. c. Description of vulnerability d. Test cases used for assessing the vulnerabilities. e. Analysis of vulnerabilities and issues of concern.
- Personnel involved in the audit, including identification of any trainees.
- The various audit reports/ templates should be got integrated with the Bank's ITGRC Application.
- All the reports should contain the URL, IP Address, Application and Server Name, Host Name etc. in respect of the assets which are subjected to Audit.



The auditor may further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process.

### **MIS:**

Successful bidder will use some tools preferably Web Based (cost if any included in audit fee), which shall be capable of providing audit report, and which should support dashboard format (Major gaps with subsequent details through links). It should be capable of presenting reports sorted on following major domains and presentable in pie chart/ graphs/excel sheet. Bank will have the right to use that tool.

Should be able to view/ print report sorted on following:

- Compliance status of previous quarter report –Found Complied/ Found partially complied/ Found Non complied/ Exception taken wise
- Audit report of current quarter with status Repeat/ Exception or New Vulnerability wise.
- Repeated.
- Exceptions.
- Broad domain activity wise.
- Risk category & Exploitable status as against – Critical, High, Medium, Low level observations
- Servers/ Resources affected wise.
- Each server/ resources vulnerability history (activity wise) should be maintained so that trend analysis can be done at any point of time.
- Department wise Vulnerability reports.
- Report showing the major vulnerabilities for a given period of 3, 6 or 12 months for broad domain, server, resources, office, department wise etc.
- Report will be given in editable (Excel) and non-editable softcopy so that editable can be used in updating compliances by User Department
- Report will be given in signed hard copy also.
- Presentation on findings of audit will be given to Management by the Auditor within a week's time of final report submission and should be accompanied by senior consultant for each quarterly audit.
- Any other ADHOC report as per requirement by the Bank.
- Dashboards should be available in respect of the movement of posture of audits during given period based on various parameters.

### **RISK MOVEMENT:**

- Overall risk of each Office – High, Medium, Low
- Overall risk for Domain and department wise
- Risk movement as compared to previous audits – broad category wise.
- Will maintain history of all previous audit risks scores conducted by successful bidder.



Successful bidder and Auditee will decide Major domains, departments, activities before start of 1st audit based on which report will be prepared. The same can be reviewed whenever there is a change.

### **Audit Units/Areas:**

**The Applications/Infrastructure and Site Audit under the IT Universe of the Bank shall include but not limited to the following Audit Units.**

#### **1. Process Audit**

**Process Audit shall cover but not limited to the following units:-**

- i. Anti-Money Laundering (AML) – Domestic
- ii. Anti-Money Laundering (AML) - Overseas
- iii. Lending Automation Processing System (LAPS)/Lead Originating(Processing) System(LPS)
- iv. E-KYC/C-KYC authentication infrastructure.
- v. RTGS/NEFT Infrastructure
- vi. Core Banking System (CBS) including Connect 24 Interface and Central Stand in Application Server(CSIS) - Domestic Application
- vii. Core Banking System (CBS) including Connect 24 Interface and Central Stand in Application Server(CSIS)- Overseas Application
- viii. Government Business Module (GBM) (DC & DR)
- ix. Integrated Treasury Management System (ITMS)
- x. LPS/EDPMS/IDPMS/TRACCS
- xi. Alternate Delivery Channels includes
  - **Internet Banking/E Banking (FEBA):-** Shall cover but not limited to the following aspects
    - A. Detailed review of the Internet Banking security architecture vis-à-vis the RBI guidelines.
    - B. Bank's internet Banking product line, transaction flow, Operational activities.
    - C. Review on internal controls & security are in place to minimize errors & frauds.
    - D. Interface with other organizations for utility bill payments/share Trading etc.
    - E. Interface with CBS & other applications.
    - F. Process of creation/Activation/Resetting/delivery of Internet Banking User IDs/ passwords.
    - G. Password/PIN management.

- H. Authentication controls.
- I. Two Factor Authentication Solutions for E-Banking.
- J. Information Security Framework.
- K. Web Server
- L. Logs of activity
- M. De-militarized zone & Firewall.
- N. Security reviews of all servers used for Internet Banking.
- O. Database and System administration

➤ **Mobile Banking /UCO mBanking plus/Corporate mBanking Audit:**

Mobile Banking Audit shall cover but not limited to the following aspects

- A. Detailed review of the Mobile Banking Security architecture vis-à-vis the RBI guidelines.
- B. Bank's Mobile Banking product line, transaction flow.
- C. Review on internal controls in place to minimize errors & frauds.
- D. Interface with other organizations for utility bill payments & other purposes etc.
- E. Interface with CBS, Financial Transaction Switch & other applications.
- F. Parameterization & customization of Mobile Banking.
- G. Process of creation/Activation/Resetting/delivery of M- PINS.
- H. Authentication controls.
- BHIM UCO UPI
- UCO Secure (Digisafe)
- mPassbook (Domestic)
- mPassbook (Singapore)
- mPassbook (Hongkong)
- UCO Pay plus
- Corporate mBanking
- NPA tracker
- UCO Cluster
- UCO Sandeh Nivaran
- Digilocker
- Value Added Services (3<sup>rd</sup> Party) – Trade Market Place, E-Com Market Place, Wealth Management
- UCO ARBD mobile app
- IMPS
- UPI
- Chatbot (UMA)
- BHIM Aadhaar Pay
- UCO Smart Pay
- Online Fee Collection (In-house & Outsourced) Module.
- Process Audit OTC (One Time Combination) vault opening in Bank's ATM and Cash Recycler.
- Smartpay Fee Collection System.
- Debit Card

- Prepaid Card (Retail)
- Prepaid Card (Corporate)
- Merchant Application for onboarding & Digital payment acceptance hosted at Cloud/ QR Kit/ Sound Box
- Whatsapp Banking hosted at Cloud
- UPI123 hosted at Cloud
- E-Commerce marketplace hosted Cloud
- PoS Terminal, Portal/App, Switch, Reconciliation
- MSME Suite
- Micro ATM
- Any Other

➤ **Automated Teller Machine (ATM)/Cash Recycler & Digital Banking**

**Unit:** Installed at different locations in Metros, Urban and Rural areas (5 ATM/ Cash Recycler in each location). ATM Centre/Switch Audit shall cover but not limited to the following aspects:-

- A. ATM center management : PIN Management, Card Management, Time Management in delivering ATM Card/PIN to Customers and Hot listing of cards.
- B. ATM helpdesk and monitoring.
- C. Branch procedures.
- D. Reconciliation:-Visa, Rupay, POS, NFS, Us-on-Us Chargeback procedures etc. (at ATM Transaction Banking Division, Mumbai/Kolkata).
- E. Card Printing/Dispatch, Green PIN Generation through various channels.
- F. Instant Debit Card Printer
- G. ATM/Prepaid Card Switch setup, configuration, Security, control & Risk Management.
- H. ATM Switch operational controls, Consortium issues & Reconciliation/ Functional Managerial activities.
- I. Monitoring procedure of ATM's / Cash Recycler Status (Uptime/downtime).
- J. Processing of requests received through Debit Card Request (DCR) module in Finacle.
- K. Review of EWDIT Software of Euronet.
- L. Interface systems (Connect 24, Verified by Visa, Rupay etc.).
- M. Offsite Security Services.
- N. Status of required certifications as per International as well as regulatory stipulations.

- Bharat Bill Payment System (BBPS) / Bill Desk
- On-Line account opening System
- PFMS (Public Financial Management System)
- Digital Customer Onboarding
- CRM (Customer Relationship Management)
- Any other applications related to Alternate Delivery Channel

**xii. Privacy and Data Protection:** Privacy and Data Protection Audit shall cover but not limited to the following aspects:

- A. Controls established for data conversion process.

- B. Information classification based on criticality and sensitivity to business Operations.
- C. Fraud prevention and Security standards.
- D. Isolation and confidentiality in maintaining of Bank's customer Information, documents, records and procedure by banks.
- E. Procedures for identification of owners.
- F. Procedures of erasing, shredding of documents and
- G. Media containing sensitive information after the period of usage.
- H. Media control within the premises.
- I. Compliance with Regulatory/Statutory Data Privacy/Protection/Localization guidelines.

**xiii. IT Architecture:** IT Architecture shall cover but not limited to the following aspects:-

➤ **Acquisition and Implementation of Packaged software**

- Requirement Identification and Analysis
- Product and Vendor selection criteria
- Vendor selection process
- Contracts
- Implementation
- Post Implementation Issues

➤ **Development of software- In-house and Out-sourced**

- Audit framework for software developed in house, if any
- Software Audit process
  - Audit at Program level
  - Audit at Application level
  - Audit at Organizational level
- Audit framework for software outsourcing

➤ **Operating Systems Controls**

- Adherence to licensing requirements
- Version maintenance and application of patches
- Network Security
- User Account Management

➤ **Access Controls**

- System Administration
- Maintenance of sensitive user accounts

➤ **Application Systems and Controls**

- Logical Access Controls
- Input Controls
- Processing Controls
- Output Controls
- Interface Controls
- Authorization Controls

- Data Integrity/ File Continuity controls
- Review of logs and audit trails
- Database Controls
  - Physical access and protection
  - Referential Integrity and accuracy
  - Administration and Housekeeping
- Network Management audit
  - Process
  - Risk acceptance (deviation)
  - Authentication
  - Passwords
  - Personal Identification Numbers ('PINS')
  - Dynamic password
  - Public key Infrastructure ('PKI')
  - Biometrics Authentication
  - Access Control
  - Cryptography
  - Network Information Security
  - E-mail and Voicemail rules and requirements
  - Information Security Administration
  - Microcomputer/ PC security
  - Audit trails
  - Violation logging management
  - Information storage and retrieval
  - Penetration Testing

**xiv. Security System for Online Card Transaction (SSOCT):**

The SSOCT shall cover but not limited to the following aspects

- A. Detailed review of the SSOCT security architecture vis-à-vis the RBI, Card scheme (VISA/MASTER/Rupay card etc.) guidelines.
- B. Bank's SSOCT product line, transaction flow.
- C. Review on internal controls in place to minimize errors & frauds.
- D. Interface with ATM Switch & other applications.
- E. Process of creation/Activation/Resetting/delivery of PIN.
- F. Authentication controls.
- G. Compliance with industry standards of security such as, Payment Card Industry Data Security Standard (PCIDSS) etc.

**xv. Review of IT Processes and IT Management Tools:** The review of IT Processes and Management tools shall cover but not limited to the following aspects:

- A. IT Asset Management
- B. Enterprise Management System
- C. Help Desk
- D. SDLC & Change Management
- E. Incident Management

- F. Network Management
- G. Backup & Media Management
- H. Anti-Virus Management
- I. IT Governance
- J. Implementation of Active Directory & Desktop management.
- K. Vendor & SLA Management
- L. ESCROW Management System
- M. Cyber Security Management Plan.

**xvi. IT/Digital/Cyber Security Policies review:** An assessment/review of all the important Policies/ Procedure Documents of the Bank such as

- A. Information Technology (IT) Policy
- B. Information Security Policy
- C. Cyber Security Policy
- D. Application Security Policy
- E. Active Directory Policy
- F. ATM Policy
- G. Internet Banking Policy
- H. Vendor and Outsourcing Policy
- I. Cyber Crisis Management Plan Policy
- J. Policy on Document Management System (DMS) Digitization of Critical Records AND Documents
- K. Fintech Policy
- L. Data Privacy and Security Policy
- M. IT Purchase Policy
- N. Hardware Acquisition Maintenance Upgradation Policy
- O. IT Skillset Development Policy
- P. Debit Card Policy
- Q. IT Asset Disposal Policy
- R. Mobile Banking Policy
- S. Network Policy
- T. Prepaid Card Policy
- U. Merchant On-boarding Policy
- V. Digital Banking Outlet Policy
- W. Social Media Policy
- X. Any other policies related to IT/Digital Banking/Cyber Security of the bank which are not listed above.

**xvii. Asset Management:** Asset Management shall cover but not limited to the following aspects:

- A. Records of assets mapped to owners
- B. For Payment Card Industry (PCI) covered data, the following should be implemented:
  - B.1 Proper usage policies for use of critical employee facing technologies
  - B.2 Maintenance of Inventory logs for media
  - B.3 Restriction of access to assets through acceptable usage policies, explicit management approval, authorized use of technology, access control list covering list of employees and devices, labeling of devices, list of approved company

products, automatic session disconnection of remote devices after prolong inactivity

B.4 Review of duties of employees having access to asset on regular basis.

**xviii. IT Financial Control Audit:** IT Financial Control shall cover but not limited to the following aspects

- A. Comprehensive outsourcing policy
- B. Coverage of confidentiality clause and clear assignment of liability for loss resulting from Information Security lapse in the vendor contract
- C. Periodic review of financial and operational condition of Service Provider with emphasis to performance standards, confidentiality and Security, business continuity preparedness
- D. Contract clauses for vendor to allow RBI or personnel authorized by RBI
- E. Access relevant information/ records within reasonable frame of time.

**xix. IT Operations Audit:** IT Operations shall cover but not limited to the following aspects:

- A. Application Security covering access control
- B. Business Relationship Management
- C. Customer Education and awareness for adaptation of security measures.
- D. Mechanism for informing Banks for deceptive domains, suspicious emails
- E. Trade-marking and monitoring of domain names to help prevent entity for registering in deceptively similar names
- F. Use of Secure Socket Layer (SSL) and updated certification in website
- G. Informing client of various attacks like phishing
- H. Capacity Management
- I. Service Continuity and availability management
- J. Consistency in handling and storing of information in accordance to its classification
- K. Securing of confidential data with proper storage
- L. Media disposal
- M. Infrastructure for backup and recovery
- N. Regular backups for essential business information and software
- O. Continuation of voice mail and telephone services as Part of business contingency and disaster recovery Plans
- P. Adequate insurance maintained to cover the cost of Replacement of IT resources in event of disaster
- Q. Avoidance of single point failure through contingency Planning
- R. Service Level Management.

**xx. Project Management:** Project Management shall cover but not limited to the following aspects:



- A. Information System Acquisition, Development and Maintenance
- B. Sponsorship of senior management for development projects
- C. New system or changes to current systems should be adequately specified, programmed, tested, documented prior to transfer in the live environment
- D. Scrambling of sensitive data prior to use for testing purpose
- E. Release Management
- F. Access to computer environment and data based on job roles and responsibilities
- G. Proper segregation of duties to be maintained while granting access in the following environment – Live, Test, Development
- H. Segregation of development, test and operating environments for software.

**xxi. Record Management:** Record processes and controls shall cover but not limited to the following aspects:

- A. Policies for media handling, disposal and transit
- B. Periodic review of Authorization levels and distribution lists
- C. Procedures of handling, storage and disposal of information and media
- D. Storage of media backups
- E. Protection of records from loss, destruction and falsification in accordance to statutory, regulatory, contractual and business requirement.

**xxii. Technology Licensing:** Technology Licensing shall cover but not limited to the following aspects:

- A. Periodic review of software licenses
- B. Legal and regulatory requirement of Importing or exporting of software.

**xxiii. IT outsourcing related controls:** The following correlates significant third party risks to the assessments utilized by organizations to evaluate the effectiveness of third party controls in place to mitigate risks.

- A. **Compliance:** Assess the third-party's ability/control framework in place to comply with laws/regulations.
- B. **Information Security & Privacy:** Assess third party controls over the Availability, confidentiality, and integrity of third party data.
- C. **Physical Security:** Assess facility access and security measures implemented by the third party.
- D. **Country Risk:** Assess political, geographic, regulatory, legal, and economic risks of sourcing to a country or region.
- E. **Business Continuity & Resiliency:** Assess the third parties ability to perform in the event of a process failure or catastrophic event.
- F. **Financial:** Assess financial stability for the third party to continue provide the product/service.



- G. Technology:** Assess the adequacy and appropriateness of the third parties systems and applications to provide the product/service
- H. Subcontractor:** Assess the risk management processes surrounding the use of subcontractors by third parties.
- I. Operational Competency:** Assesses the ability of the third party to deliver the contracted products/services.

**xxiv. Business Continuity Management & Cyber Crisis Management:**

Business Continuity Management Audit shall cover but not limited to the following aspects:

- A.** Top Management guidance and support on BCP & DRP
- B.** Addressing of HR issues and training aspects
- C.** Providing for the safety and wellbeing of people at branch or location at the time of disaster
- D.** Assurance from Service providers of critical operations for having BCP & DRP in place with testing performed on periodic basis.
- E.** Independent Audit and review of the BCP/DRP and test result
- F.** Participation in drills conducted by RBI for Banks using RTGS/NDS/CFMS Services
- G.** Maintaining of robust framework for documenting, maintaining and Testing business continuity and recovery plans by Banks and Service Providers.
- H.** The BCP methodology covering the following:
  - B.1 Identification of critical business
  - B.2 Owned and shared resources with supporting function
  - B.3 Risk assessment on the basis of Business Impact Analysis ('BIA')
  - B.4 Formulation of Recovery Time Objective ('RTO') and Identification of Recovery Point Objective ('RPO')
  - B.5 Minimizing immediate damage and losses
  - B.6 Restoring of critical business functions, including customer-facing systems and payment settlement systems
  - B.7 Establishing management succession and emergency powers.

**xxv. Call Centre Audit:** Call Centre Audit shall cover but not limited to the following aspects

- A.** Review of the call center architecture.
- B.** Vulnerability/ Threat Assessment.
- C.** Review on internal controls in place to minimize errors & frauds.
- D.** Manageability of the solution implemented by means of administrative control such as administrative password.
- E.** Adequacy of security features of the application implemented.
- F.** Solution should not breach the security of any other

installations of Bank in any way.

**G.** Review of interfaces if any

**H.** Authentication controls.

**xxvi. Operating System Audit:** The Operating System audit shall cover but not limited to the following aspects for Servers, Databases, Network equipments, Security Systems, Storage Area Networks.

**A.** Set up and maintenance of system parameters.

**B.** Patch Management

**C.** Change Management Procedures

**D.** Logical Access Controls

**E.** User Management & Security

**F.** OS Hardening

**G.** Performance, Scalability and Availability

**xxvii. Email/Mail Messaging System Audit:** The Mail Messaging audit shall cover but not limited to the following aspects:

**A.** Overall Mail Messaging System management.

**B.** Architecture & design review of Mail Messaging System.

**C.** Performance of Mail Messaging Servers.

**D.** Archival & Backup process.

**E.** Configuration Audit/Hardening review for all servers, network devices (Routers, Firewall, Switches) used in Mail Messaging System.

**F.** Impact Analysis of Mail Servers.

**xxviii. Risk Based Internal Audit (RBIA) Audit:** Risk Based Internal Audit shall cover but not limited to the following aspects:

**A.** Review of System Architecture of RBIA.

**B.** Vulnerability Assessment of the Servers and associated peripherals.

**C.** Review of risk based Internal Audit & Off-site Surveillance implemented in the System including work flow.

**D.** Manageability of the solution implemented by means of administrative control such as administrative password.

**E.** Adequacy of security features of the application implemented.

**F.** Solution should not breach the security of any other installations of Bank in any way.

**G.** Review of interfaces, particularly with Finacle & others, if any.

**H.** Authentication controls.

**xxix. Maintenance Audit:** The IS Asset maintenance shall cover but not limited to the following aspects: -

➤ Change Request Management

➤ Software developed in-house

➤ Version Control

- Software procured from outside vendors
- DC Operations (KDC & BDC) both Internal and External
- Software trouble-shooting
- Helpdesk
- File/ Data reorganization
- Backup and recovery
- Software Data
- Purging of data
- Hardware maintenance
- Training

### **xxx. MIS & Automated Data Flow (ADF) Audit:**

Audit of Automated Data Flow (MIS-ADF) to RBI shall cover but not limited to the following aspects:

- A.** Vulnerability/ Threat Assessment of the Servers and associated Peripherals.
- B.** Review of MIS ADF Architecture.
- C.** Review of DC-DR Replication.
- D.** IS Audit with respect to Data Integrity & Consistency.
- E.** Manageability of the solution implemented by means of administrative control such as administrative password.
- F.** Adequacy of security features of the application implemented. (Testing for known vulnerabilities and configuration issues on Web Server & Web Application, Denial of Service Attack, Testing for SQL Injection Vulnerability etc.).
- G.** Review of interfaces, particularly with Finacle & others, if any. Authentication controls (OS, Database, Storage and Application Security & Authentication).
- H.** Controls for managing change, patch, Source Code and Sensitive DB password.
- I.** Controls for performing/changing parameter setup of functionality across applications (also controls for impact analysis of changes made).

### **xxxi. Cheque Truncation System (CTS) Audit:**

CTS at Chennai, Mumbai & Delhi audit shall cover but not limited to the following aspects (Southern, Western & Northern Grids)-

- A.** Detailed review of the CTS architecture vis-à-vis the RBI guidelines.
- B.** Review on internal controls in place to minimize errors & frauds.
- C.** Interface with CBS & other applications.
- D.** Authentication controls.
- E.** Review of the Work Flow.

**F. Vulnerability / Threat Assessment.**

- xxxii.** Security Operating Centre (SOC) – (includes modules viz. WAF, PIMS, DAM, APT, NBA, SIEM, DECOY, ITGRC, NAC, DLP, NPM, VAS, Patch Management Solution, etc.) with ARC Sight as a single Window incident management, ticketing and reporting System. **The audit should include Review of rules of SOC Devices including Arc Sight.**
- xxxiii.** SWIFT Infrastructure, XMM Middleware & SWIFT CSP independent assessment.

SWIFT Centre Review cover the following aspects

- A. Data Center controls related to SWIFT systems (DC and DR).
- B. Access controls, Authentication framework.
- C. Application Registration Controls
- D. IT Architecture Audit - related to SWIFT Transaction processing
- E. Incident and Change Management
- F. Audit for OS Security baselines and Application Security Controls
- G. Review of Firewall rules and Network security/ Management controls of all other interfacing systems including CBS
- H. Network Security controls of SWIFT infrastructure
- I. Disaster Recovery and Business Continuity Process
- J. Compliance in line with Bank's RTO and RPO
- K. Version Control and Change Management Process
- L. Scalability and Availability
- M. IT Operations for SWIFT related Applications
- N. Log monitoring process pertaining to SWIFT Infrastructure, assurance on log manipulation, Ensure logs cannot be manipulated /deleted by third party including administrator of the system.
- O. Application Security Review of SWIFT Infrastructure
- P. Arrangements for source code review
- Q. Review of Risk Assessment and suggest mitigation measures for the identified service
- R. VAPT of OS, Database and Network devices
- S. Review of SWIFT architecture including VPNs hosting SWIFT Alliance access, Payment validation (AML and suspicious transactions) engine.
- T. Perform malware analysis of memory of important systems
- U. Control assessment at the key entry points for malware
- V. Review of malware Incident Management and Response
- W. Active scanning of the target hosts to identify any malware infections
- X. SWIFT certificate / SSL review
- Y. Encryption of data in static / transmit mode
- Z. Review of outsourcing arrangement (SLA) vis-a-vis industry standards
- AA. Review of Firewall internal/ external rules w.r.t. SWIFT

- BB. Antivirus scanning on servers and user PCs
- CC. Review of security controls / Management controls of all other interfacing systems including CBS
- DD. Arrangements for Anti-phishing/ takedown of rogue applications
- EE. Review of Standard Operating Procedures
- FF. Review of Middleware between systems
- GG. Review of Fraud Risk Management System related to SWIFT activities/ functions
- HH. IT General controls review
- II. Creation, approval of SWIFT transaction process in Core Banking
- JJ. Control at pre-transmission stage (i.e. before sending payment messages to Bank with which Nostro Account is maintained)
- KK. Controls post transmission of payment messages
- LL. Review of Nostro Reconciliation Process
- MM. Review of operations carried out by Trade Finance Team
- NN. Review of various SWIFT related activities/ functions carried out by domestic branches
- OO. To comply with SWIFT Customer Security Program - Guidance given by SWIFT covering 16 mandatory and 11 advisory controls of SWIFT customer security controls framework
- PP. Compliance audit post ATR submitted by the Bank on remediation of the identified gaps.
- QQ. Functionality review of SWIFT systems
- RR. Validation of financial parameters, etc.
- SS. Assessment of gaps in implementation of policies
- TT. Compliance to the legal/regulatory guidelines.

Controls and implementation of advisory/circular issued by RBI/SWIFT system to strengthen the SWIFT infrastructure.

**xxxiv. Registration Authority (RA) Office Audit:** RA office set-up under IDRBT Set-up audit shall cover but not limited to the following aspects:

- A.** Audit of all RA functions
- B.** Compliance to the requirements of IT acts 2000 & 2008, Rules and Regulations.
- C.** Compliance of RA functions as per IDRBT checklist.
- D.** Reconciliation of digital signatures issued/revoked by RA with IDRBT.
- E.** Digital Certificates details/record maintenance as per IDRBT requirements.

**xxxv.** MPLS Network Architecture, Management & Audit

**xxxvi.** Document Management System (DMS)

**xxxvii.** Active Directory

**xxxviii.** Proxy Application Server

**xxxix. Payment Gateway Audit:** -Review of interface with approx. 10 Payment Gateways used by the Bank viz. ATM, Cash Recycler Mobile Banking, Internet Banking, Bill Desk, Citrus etc. Verification of controls for RTGS, NEFT, SFMS, SWIFT, NFS etc. at Payment Gateway as per the regulator's policies and guidelines.

- xl.** Biometric Infrastructure for Finacle Login, Attendance System, e-KYC.
- xli.** Centralized Anti-Virus Solution
- xlii.** UCO Bank Rewardz Program
- xlili.** Audit for IT Act Compliance
- xliv.** Audit of Disaster Recovery Plans
- xlvi.** Audit of privileged users (Database, OS)
- xlvi.** Capacity Planning of IT Infrastructure of Critical Applications
- xlvi.** Audit of Service Level Management
- xlvi.** Audit of License Management
- xlvi.** Cyber Security Framework Audit
- I.** Application Audit-ADC applications (Mobile Banking, E-Banking, UPI etc.) on various platforms

**li. ANTI VIRUS:**

- Proactive virus prevention and detection procedures are in place and implemented. Virus definitions are updated regularly.
- Monitoring of antivirus servers located at different locations and other locations for having updated latest versions and definitions (t+1) basis.
- Monitoring procedures effectiveness for branch level client's updations.
- Antivirus rules/policy review as per Global standard practices /RBI Guidelines.
- Assurance on release of patches by various osd vis-à-vis implementation status on desktops/pcs/servers/systems and submit a gap analysis report.
- Ensuring Organization units are created as per the business requirement and users are authenticated through active directory system.
- BCP on ad (Active Directory) system, back up and its resilience.

**lii. Others:**

- A.** Privileges available to Systems Integrator and Outsourced Vendors.
- B.** Evaluate role, responsibility and accountability of IT Process owners.

- C. Review of DR Drills undertaken for CBS/ADC & other delivery channels at Treasury branch and reports thereof Comments on sufficiency and periodicity etc. of DR Drills undertaken and planned.
- D. 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
- E. Alignment of IT strategy with Business strategy.
- F. IT Governance related processes.
- G. Long Term IT strategy and Short Term IT plans.
- H. Information security governance, effectiveness of implementation of Security policies and processes.
- I. Review of RBI, IT examination report (GAP assessment of Cyber Security Control).

**Note:-**

1. For the above, the Infrastructure at both DC & DR is to be covered under the Scope
2. For all Critical Processes where there is no Straight Through Processes (STP) are to be reviewed

**2. Source Code Audit**

The in-house developed Software Packages approx. 200(+/-20%) application/API/Customization and any outsourced applications if required.

**3. Vulnerability Assessment**

The Vulnerability Assessment (**VA**): VA of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc.) shall cover a minimum of 1200-1500 (+/-10%) devices on half-yearly basis. A list of Servers/devices in different locations will be given to the selected vendor.

Scope of Vulnerability / Threat Assessment shall include, but not be limited to:

- Vulnerability assessment of all servers along with their operating system, Switch, network equipment, security equipment installed, ATM etc.
- Placement/ Deployment of security equipments, network equipments for securing database, application, web servers of various applications.
- Configurations and Monitoring of logs of Intrusion Detection/Prevention Systems, firewalls and response capabilities. Exercise will be carried out from the place where servers are placed. The same will also be carried out from a selected



branch outlet for selected sample critical application/servers. Appropriate updated tools should be used for each phase of test.

#### **4. Security Management Review**

The **Security Management Review** shall cover but not limited to the following aspects:--

- Security Equipment Configurations & Policies.
- Penetration Testing and Vulnerability Assessment (PT/VA) of various security zones/Networks/Delivery channels.
- Maintenance of necessary logs **including those of SOC Modules**

#### **5. Penetration Testing**

Penetration Testing of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc:-

The final list of IT assets (applications, systems and infrastructure) for Penetration Testing will be provided to the selected bidders. The Approximate Number of public facing websites/URLs/applications/APIs for Penetration Testing is about 200 (+-20%).

Scope of External Penetration Testing should be designed to simulate a real world attack keeping in view prevailing RBI guidelines, IT acts 2000 & 2008 and other applicable regulations in India and shall at the minimum cover the following:--

- Port Scanning
- System Fingerprinting
- Services Fingerprinting
- Vulnerability Scanning
- Firewall & Access Control List Mapping
- Attempt to guess passwords using password-cracking tools.
- Session Hijacking
- Buffer Overflow
- SQL Injection
- Command Injection
- Cross Site Scripting
- Malicious Input Checks
- Checking Vulnerabilities for defacement and unauthorized modification of corporate websites.
- Search for back door traps in the programs.
- Attempt to overload the system using DDoS (Distributed Denial of Service) e.g. Botnet and DoS (Denial of Service) attacks.
- Check if commonly known bugs in the software, especially the browser and the email software exist.



## **6. Site Audit:**

### **Site Audit for Various IT Infrastructure/Facilities like Data Centre, Treasury, CTS Centers, ATM vendor site etc.**

As part of the audit the following are to be covered

- Bangalore Datacentre,
- Kolkata Datacentre/DR,
- Treasury Mumbai,
- CTS-(New Delhi, Chennai, Mumbai or any other new location)
- Near DR Site-Bangalore,
- ATM Switch Audit at Mumbai
- Prepaid Card Facility Chennai
- PoS Infrastructure Facility
- SMS system,
- Card printing facility (Chennai & Pune),
- SWIFT centers

Site Audit shall cover but not limited to the following aspects

- Changes in System/process related to RBI and other Statutory Bodies Circular /Guidelines
- Review of PCI DSS Report Compliance (ROC) and Attestation of Compliance (AOC) during site Audit.
- Data Security steps taken by Vendor
- Review of VA and PT report of Vendor during Site Audit
- Financial Strength of the Vendor

The Data Centre facilities Audit at the above mentioned sites shall cover but not limited to the following aspects:

- Building Management Systems
- Power Supply, UPS & DG
- Logical Access Control
- Physical Access Controls
- Environment Control
- Data centre infrastructure - network cabling, raceways, server/ Communication racks, Rack Power Distribution Units (PDU), KVM
- Fire & Smoke, Water leak Detection and suppression Systems
- Air-conditioning :-Temperature & Humidity Control Systems
- Assets safeguarding, Handling of movement of Man /Material/Media/ Backup / Software/ Hardware / Information.
- Surveillance systems.
- Pest prevention (rodent prevention) systems.
- Lightning Protection

- Training, Documentation, Monitoring, Duty List, Storage Management
- Asset Register, asset tracking, asset management
- High availability

**Note: Any new addition/up-gradation in sites, hardware, software, new deliverables and change in architecture or due to regulatory requirement during the contract period will also be covered in the scope of this audit without any additional cost to the bank.**

## **7. Application Audit (Controls)**

Applications for which this audit is to be conducted are interfacing applications with CBS(Domestic & Overseas), Internet Banking(Domestic & Overseas),ADC channels, GBM,LAPS, MMS, NEFT,RTGS,SWIFT, UPI,BBPS, IMPS, DMS, Mobile Banking, CTS, Biometric Authentication System(BAS), AEPS etc.

The Application audit shall cover but not limited to the following aspects:-

- Controls for performing/changing parameter setup of functionality across applications.
- Segregation of duties.
- Availability of necessary audit logs and its accuracy and effectiveness.
- Adherence of reporting to legal and statutory requirements.
- Automated batch processing, scheduled tasks, critical calculations etc.
- End of Day, Start of Day, period closure operations including End of Month, End of Quarter and End of Year operations.
- Integration with Delivery Channels including data and transaction integrity for the same
- Release of software governed by formal procedures-ensuring sign-off through testing, handover etc.
- Formal procedure for change management being adopted.
- Impact analysis of changes made.
- Associated documents and procedures being/to be updated accordingly.
- Maintenance personnel have specific assignments and that their work is properly monitored. Their system access rights are controlled to avoid risks of unauthorized access to automated systems.
- Regular updation of job cards with new version releases.
- If outsourced, escrow arrangement with application vendors.
- Interfacing between Finacle/ADC & other ancillary Applications.
- Controls for opening/modifications of Office Accounts /GL heads.

**8. Database Audit (CBS, ADC, LAPS, RTGS, NEFT, ITMS, RBIA, GBM, MISADF, M-Banking, E-Banking, UPI, IMPS, PFMS, SWIFT, Smart Fee Collection System, GST, BBPS etc. (approximately 60 databases)).**

The Database audit shall cover but not limited to the following aspects:--

- Role of DBA
- Authorization, authentication and access control review.
- Audit of data integrity controls.
- Database Backup Management.
- Review of Database privileges assigned to DBAs/Users.
- Security of Oracle systems files.
- Review of Users having access to the Database Server
- Synchronization between DC & DR Databases for CBS/Alternate Delivery Channels(ADC), between Treasury Primary Database at Mumbai & Treasury DR Database at Kolkata and between MISADF Database at Kolkata & Treasury DR Database at Mumbai etc.
- Patch Management.
- Review of control procedures for changes to parameter files.
- Review of Control procedures for sensitive DB passwords.
- Review of Control procedures for purging of Data Files.
- Review of Procedures for data backup, restoration, recovery and readability of backed up data.
- Maintenance/Monitoring/Review of Audit log and Archiving

**9. Performance Testing - Load Testing, Stress Testing, Capacity testing and Spike Testing of following applications:**

- UCO mBanking plus
- BHIM UCO UPI
- UCO Secure (Digisafe)
- mPassbook (Domestic)
- mPassbook (Singapore)
- mPassbook (Hongkong)
- UCO Pay+
- Corporate mBanking
- NPA tracker
- UCO Cluster
- UCO Sandeh Nivaran (Cloud environment)
- UCO ARBD mobile app
- UCO Merchant etc.

**10. Network Audit**

The Network audit shall cover but not limited to the following aspects:--

- Overall Network architecture
- Overall Network management
- Review of detailed Network architecture
- Network traffic analysis and base lining
- Virtual LANS (VLANs) & Routing.
- Evaluate procedures adopted for:
  - i. Secured transmission of data through leased line/VPN/VSATs/ MPLS, Wireless etc.
  - ii. Bandwidth management
  - iii. Uptime of network -- its monitoring as per SLA.
  - iv. Fault management
  - v. Capacity Planning
  - vi. Performance Management.
  - vii. Monitoring of logs.
- Verification of Network Devices for any security threats
- Configuration Checking vis-à-vis load and Access control audit for all the Networking Devices viz. Routers, Switches, IDS/IPS, Firewalls, Servers etc.
- Access list in networking devices for securing data transmission.
- Structured LAN cabling in DC and DR.
- Carry out "war driving" (or equivalent exercise) to identify rogue access points and mis-configured access points.
- Integration of various extranet with Bank's network.

#### 11. Firewall Rule Based Review

#### 12. Assessment of KPI & KRI

#### 13. Audit for Sustenance of ISO–27001 Certification for DC-DR Operations:

**Auditor for Internal Audit shall provide onsite handholding support to Bank prior to the Surveillance Audit(s) and liaise with the External Auditor, each year, for sustenance of ISO-27001 Certification. During the course of Certification, broadly following documents have been provided / created and shall be made available for the on boarded Auditor:**

1. ISMS Scope, Framework and Policy.
2. Risk Treatment Plan / Risk Management Register.
3. Statement of Applicability
4. Measurement of Effectiveness.
5. Internal Audit Report.

#### 6. Corrective and Preventive Actions (CAPA) Report.

Department envisages the following scope for the Auditor to be on boarded for Internal Audit in regard to the sustenance of ISO-27001 Certification:

1. Guidance for compliance of Non-Complied items mentioned in Risk Management Register.
2. Ensure sustenance of the complied items mentioned in the Risk Management Register.
3. Conducting Internal Audit before commencement of Final Audit each year for ascertaining the readiness of Bank for the Final Audit and recommending for the same.
4. Liaising with External Auditor for smooth conduct of ISO-27001 Compliance Audit (the details of the Audit Firm shall be shared with the selected bidder for liaising).

Any other items relevant to ISO-27001 Certification as per standard may be part of the scope.

#### 14. Risk Assessment of CBS, DC-DR, Internet Banking applications and Mobile Banking Applications

#### 15. SECURITY CUM FUNCTIONAL AUDIT OF NEW APPLICATIONS:

Security cum Functional Audit of approximately 100 applications will be done before GO-Live for New in-house developed application/ After Major Changes in existing applications (both in-house and developed by external vendors). Scope of Security cum Functional Audit include:-

- Functionality implemented vis-à-vis the Bank's requirements.
- Input, processing and output controls across various schemes across the bank.
- Coverage and adequacy of UAT test cases.
- IS Audits i.e. Vulnerability Assessment, Penetration Testing, External Assessment, Configuration Audit, Data Migration Audit, Application security Audit etc.
- Controls for performing/changing parameter setup of functionality across applications.
- Through-put validation.
- Automated batch processing, scheduled tasks, critical calculations etc.
- IT General Control Review.
- In case of web based application, the validation against top 10 OWASP, CWE/SANS Top 25 vulnerabilities, etc.
- Regular updation of job cards with new version releases.
- Checks against network attacks.

- Code Review, wherever possible.
- Code obfuscation.
- Application Security & Controls Review.
- Database Security & Integrity Review.
- Review of Interface Controls with other applications (both Internal and External).
- Review of Network & Communication Controls with relation to the application package.
- Test of robustness of the system by running a specific number of transactions on it.
- Evaluation of Efficiency & Effectiveness of the package vis-à-vis business processes and requirements. Whether the objectives of the application are likely to be fulfilled by implementation.
- Assessment of the risk component in the package.
- Compliance testing of the changes in software made for mitigation of the discrepancies pointed out in the audit report.

#### **16. Forensic Audit/ Forensic Analysis/Investigations:**

- Bank may assign Forensic Analysis/Investigations as per the requirement, same to be conducted as by adhering following minimum guidelines:
- The bidder should have well established procedure for conducting Forensic Analysis/Investigation and the same shall be provided to Bank.
- The original evidence should be acquired in a manner that protects and preserves the integrity of the evidence and examination of the evidences should be done in the copy of the original evidences.
- Persons conducting an examination of digital evidence should have been suitably trained and should have sufficient experiences.
- Activity relating to the seizure, examination, storage, or transfer of digital evidence should be documented, preserved, and available for review.
- The process or lifecycle of doing forensics should be followed as per the Industry best practice and regulatory guidelines.
- The bidder shall provide their findings with recommendations in report format as per the incidence investigation process.
- Bidder should arrange to deployment of forensic team within 1 hour of reported incidences.

#### **TYPES OF AUDIT & FREQUENCY OF AUDIT**

The IS Auditor shall broadly cover but not limited to the following Audit Types at defined frequency per Audit Round.

SN	Type of Audit	Description	Detailed Description	Frequency of Audit
1	KPI-KRI	Assessment of KRI-KPI,	Assessment of KRI-KPI,	Quarterly

		prepared by CISO.	prepared by CISO.	(Conduct of Audit & Compliance Review)
2	Penetration Testing	Penetration Testing of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc	It is a type of testing where the penetration tester/ auditor should not have knowledge on the auditee system, to be conducted by external agency empanelled by CERT-IN. Please also refer to Section 4 – Scope of Audit Work (Point no. 5 of Audit Units/Areas).	Quarterly (Conduct of Audit & Compliance Review)
3	Vulnerability Assessment	VA of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc.)  (Threat Vulnerability and Risk Assessment (TVRA) for Data Centre as per scope of Monetary Authority of Singapore (MAS) & Hong Kong Monetary Authority (HKMA) shall also be covered)	The auditor should check whether the authorized users have access rights, if so, what infringement can be caused to the system. Auditor has to study the current configuration by individually logging into the system or prepare scripts which can read the parameter and prepare an output to be required for VA report. Such scripts can be tested on UAT before running on the production system. Please also refer to section 4 – Scope of Audit Work (Point no. 3 of Audit Units/Areas).	Half-yearly (Conduct of Audit & Compliance Review)
4	Firewall Rule Base Review	It can be considered as Vulnerability Assessment (VA) testing, all the configuration output of the firewall policy to be captured and to be studied policy wise manually or using the tools, so that any mis-configuration residing which may be mitigated.	Auditor has to study the current configuration by individual logging into the firewall system or take the configuration output from at backend for analyzing. Auditor should give Suggestion on removing archaic rules to avoid clogging of the firewall.	Half-yearly (Conduct of Audit & Compliance Review)
5	Application Audit (Controls) & Migration Audit (if any)	Application testing to be conducted on all critical applications, generally it should be conducted on UAT system by using various tools.	Auditor should have the complete understanding of the data flow on the system, which can be collected by interviewing business	Once in a year (Conduct of Audit & Compliance Review)



			<p>owner. OWASP Top 10 Application Security should be covered viz.</p> <ul style="list-style-type: none"> <li>➤ SQL/Command Injection.</li> <li>➤ Broken Authentication and Session Management.</li> <li>➤ Cross-Site Scripting (XSS)</li> <li>➤ Insecure Direct Object References</li> <li>➤ Security Mis-Configuration</li> <li>➤ Sensitive Data Exposure</li> <li>➤ Insufficient Attack Protection</li> <li>➤ Cross-Site Request Forgery (CSRF)</li> <li>➤ Using Components with Known Vulnerabilities</li> <li>➤ Under-protected APIs</li> </ul> <p>Please also refer to section 4 – Scope of Audit Work (Point no. 7 of Audit Units/Areas).</p>	
6	Process Audit	<p>Process Audit is to be conducted for Data Centre, DR Centre any critical location where Bank's critical infrastructure is hosted.</p>	<ul style="list-style-type: none"> <li>➤ Physical/ Logical security of infrastructure</li> <li>➤ Various controls deployed to safeguard the physical assets</li> <li>➤ Various process adopted to perform day to day critical activity like data backup, restoration</li> <li>➤ Licensing checking of all the critical systems like OS, database, web servers, IOs.</li> <li>➤ Signature/patch deployment on critical asset like firewall/ IPs/ IDs / iOS / OS and database systems</li> <li>➤ End to End Process Audit should be</li> </ul>	<p>Once in a year (Conduct of Audit &amp; Compliance Review)</p>



			covered  Please also refer to section 4 – Scope of Audit Work (Point no. 1 of Audit Units/Areas).	
7	Network Audit	Network design of critical architecture and infrastructure performance controls shall be reviewed.	To be discussed with network and IT security business owner, and updated network diagram to be taken to deeply study the flow of traffic. Please also refer to section 4 – Scope of Audit Work (Point no. 10 of Audit Units/Areas).	Once in a year (Conduct of Audit & Compliance Review)
8	Source Code Audit	Source code audit review of in-house developed application/packages and Version Control. Source code for UPI/IMPS/Mobile Banking/m-Passbook/UCO secure/UCO Pay+ For outsourced software, assurance shall from respective vendors regarding source code audit compliance in the form of Audit Certificate from respective vendors.  Please also refer to section 4 – Scope of Audit Work (Point no. 2 of Audit Units/Areas).		Once in a year (Conduct of Audit & Compliance Review)
9	Database Audit	For detail refer to Section section 4 – Scope of Audit Work (Point no. 8 of Audit Units/Areas).		Once in a year (Conduct of Audit & Compliance Review)
10	Cyber Security Framework & Security Management Review	As per Cyber Security Policy of the bank		Once in a year (Conduct of Audit & Compliance Review)
11	Site Audit	Please refer to section 4 – Scope of Audit Work (Point no. 6 of Audit Units/Areas).		Once in a year (Conduct of Audit & Compliance Review)
12	Risk Assessment of CBS, DC-DR, Internet Banking Application Mobile Banking Application	Risk Assessment of CBS, DC-DR, Internet Banking Application Mobile Banking Application Please refer to section 4 – Scope of Audit Work (Point no. 6 of Audit Units/Areas).		Once in a year (Conduct of Audit & Compliance Review)
13	Performance Testing	Load Testing, Stress Testing, Capacity testing and Spike Testing Please refer to section 4 – Scope of Audit Work (Point no. 9 of Audit Units/Areas).		Once in a year (Conduct of Audit & Compliance Review)
14	Audit of Sustenance of ISO 27001 certification for DC-DR operation	Please refer to section 4 – Scope of Audit Work (Point no. 13 of Audit Units/Areas).		Once in a year (Conduct of Audit & Compliance Review)
15	Forensic Audit	In case of any incident / cyber-attack / hacking etc. Please also refer to section 4 – Scope of Audit		As and when required

		Work (Point no. 16 of Audit Units/Areas).	
16	Security cum Functional audit of new applications	Please refer to section 4 – Scope of Audit Work (Point no. 15 of Audit Units/Areas).	As and when required
17	Other audit man-day cost	Audit for any future requirements during the contract period	Price has been finalized in Commercial Bid (Annexure – XIX) for 1000 man-days. If the man-days mentioned get exhausted, then the selected bidder has to keep the manday cost valid for other audits for an additional 50% of the mentioned man-days.



## **PART-V**

### **1. ORDER DETAILS**

The purchase order will be placed by Audit & Inspection Department, Head Office - 1 in the name of selected bidder as per requirement. The payment will be made by Audit & Inspection Department, Head Office and the Performance Bank Guarantee for order will be required to be submitted in the same office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

### **2. CONTRACT PERIOD**

The tenure of the Contract will be for a period of **3 (three) years** effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefore.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

### **3 PAYMENT TERMS**

Payment Terms per Audit Round is given below:

- i. No advance payment will be made.
- ii. 50% of the charges/fees of a particular Type of Audit will be payable after submission of the following: -
  - Audit Plan
  - Risk Rating of different Audit Units as per Scope of Work
  - Check-List for different Audit Units as per Scope of Work
  - Audit report as per Scope of Work
- iii. 25% of the charges/fees will be payable after Bank receiving Compliance Review Report complete in all respect.
- iv. Balance 25% will be payable after one month of submission of Review Report complete in all respect, provided bank is satisfied that Review has been conducted complete in all respect as per Scope.

v. TDS would be deducted for any payment made by the BANK as per the prevailing Rules of Government of India.

vi. GST will be paid as per the prevailing rate.

vii. Prices shall be valid for 36 months (during the contract period). However, any downward revision in the price should be intimated to the bank and accordingly, the benefit for the same should be passed on to the Bank.

#### **4 Penalty**

If any system goes down / Bank's regular work is hampered in a system due to the audit process in progress in that system, then a penalty of Rs.10,000/- will be charged for per system, subject to a maximum of 10% of the total project cost. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked and also be de-empanelled.

#### **5 LIQUIDATED DAMAGE**

If the selected bidder fails to deliver or perform the services within the time period(s) specified in the agreement, Bank shall, without prejudice to its other remedies under the agreement, deduct from the order value, as liquidated damages, a sum equivalent to 0.5% of the services for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of 10% of the order value. Once the maximum is reached Bank may consider cancellation of the order and the Performance Security submitted may be invoked.

#### **6 PAYING AUTHORITY**

The payment will be made by Audit & Inspection Department, Head Office - 1. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

#### **7 PERFORMANCE BANK GUARANTEE**

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 39 months (36+3 months claim period), indemnifying any loss to the Bank, as per the format of Annexure – IV. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement

(SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

## **8 PRICE VALIDITY**

The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e., Annexure – XIX during the price validity period of 12 months.

## **9 SINGLE POINT OF CONTACT**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this bid.

## **10 PRELIMINARY SCRUTINY**

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

## **11 AWARD OF CONTRACT**

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. Selection will be based on H-1 basis defined in Part – III (Evaluation Methodology). Bank will award the contract as per **Selection Process and**

**Evaluation Criteria** given in this RFP and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late **acceptance** of the order by selected Bidder.

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder.

## **12 TAXES**

- a) Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b) The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c) Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d) Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder

shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

- e) The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

### **13 CONFIDENTIALITY AND SECRECY**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.



- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.**

#### **14 COMPLIANCE WITH LAWS**

- a) The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b) ii. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- c) iii. If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this



- d) Agreement by giving not less than one month notice in writing.
- e) iv. The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- f) v. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).
- g) vi. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- h) vii. The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/
- i) representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising

there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

## **15 FORCE MAJEURE**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

## **16 COMPLETENESS OF THE PROJECT**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

## **17 ACCEPTANCE TESTING**

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

## **18 ORDER CANCELLATION**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a)** Delay in commissioning / implementation / testing beyond the specified period.
- b)** Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- c)** In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- d)** Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

## **19 INDEMNITY**

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated 29/01/2022, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated \_\_\_\_\_;

We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of UCO Bank or us or any other

circumstance whatsoever which might otherwise constitute a discharge of the Vendor:

a) material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/ Contract/Master Service Level Agreement;

c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;

d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the aforesaid Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

## **20 PUBLICITY**

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

## **21 PRIVACY AND SECURITY SAFEGUARDS**

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

## **22 TERMINATION FOR CONVENIENCE**

The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

## **23 TERMINATION FOR INSOLVENCY**

The Bank may at any time terminate the Contract by giving written notice (**90 days' notice period**) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder,

provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## **24 TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

**In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.**

## **25 CONSEQUENCES OF TERMINATION**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by



implication intended to come into or continue in force on or after such termination.

## **26 SIGNING OF CONTRACT**

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

## **27 DISPUTE RESOLUTION MECHANISM**

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in

connection with the arbitration shall be in writing and be made as provided in this tender document.

- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **28 ARBITRATION**

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.



## **29 APPLICABLE LAW AND JURISDICTION OF COURT**

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

## **30 LIMITATION OF LIABILITY**

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The **selected Bidder/Vendor** will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of **the loss caused to the Bank**.
- iii. The limitations set forth in point no. (i) shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.
  - b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**
  - c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.
  - d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project**.
- iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

**"Gross Negligence"** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**"Wilful Misconduct"** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life,

personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **31 AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e., the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so, required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

### **32 SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

### **33 BLACKLISTING**

#### **Grounds for Disqualification & Blacklisting**

- (A)** Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
  - ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/ Statutory Authority has been terminated before the expiry of the

Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;

- iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi) refusal or failure to furnish the required performance security within the prescribed time frame;

- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
  - a. Employment of competent technical personal, competent engineers and/or work supervisors;
  - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Deployment of committed equipment, facilities, support staff and manpower; and
  - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
  - xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
  - xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
  - xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D)** The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

### **34 NON-DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- a.** That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees,

agents, sub-contractors shall maintain confidentiality of the confidential information.

- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c.** That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d.** That the bidder will strictly maintain the secrecy of Bank's data.

### **35 NOTICES**

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

(Tender offer forwarding letter)

To,

**The Deputy General Manager (DIT)  
UCO Bank, Head Office  
Department of Information Technology,  
7th Floor, 3 & 4 DD Block, Sector -1,  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Empanelment of Information System Auditors).**

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Empanelment of Information System Auditors, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of our selection by the bank, we will submit a Performance Guarantee for a sum equivalent to 3% of the project cost for a period of **3 years with 3 months** of claim period effective from the month of execution of Service Level Agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days. Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

1. DD No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) as Cost of RFP Document &

2. BG No \_\_\_\_\_ Dated \_\_\_\_\_ for Rs 10,00,000/- (Rupees Ten lakh Only) as EMD.

Dated this    day of            2023.

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of Place:

Date:

Designation:

Authorized Signatory:

Name:





**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Shareholding Pattern:
6. Major change in Management in last three years
7. Names of Banker /s

**B. Financial Position of Bidder for the last three financial years**

	2019-20	2020-21	2021-22
<b>Net Worth</b>			
<b>Turnover</b>			
<b>Net Profit (Profit After Tax)</b>			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures****B. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches  
In PSU banks  
In non-PSU banks

**Details of Experience in implementation of similar orders**

Sl. No.	Name of Organisation	Contract Period (last 5 Years)	
		From	To

**N.B. Enclose copies of Purchase Orders as references.**

Place:

Date:

Name:

AUTHORISED SIGNATORY

Designation:

**FORMAT OF EARNEST MONEY DEPOSIT (EMD)**

**To,  
Deputy General Manager (DIT)  
UCO Bank, Head Office-II  
Department of Information Technology  
7<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064.**

Dear Sir,

**Ref: RFP for Empanelment of Information System Auditors.**

In response to your invitation to respond to your RFP for Empanelment of Information System Auditors, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Empanelment of Information System Auditors and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head office \_\_\_\_\_ hereby irrevocably guarantee an amount of \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as EMD as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

The EMD for which this guarantee is given is liable to be enforced/ invoked:

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupees \_\_\_\_\_ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` \_\_\_\_\_  
(Rupees \_\_\_\_ only).

2. This Bank guarantee will be valid up to \_\_\_\_; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this day of \_\_\_\_\_ at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).



**Performa for Performance Bank Guarantee****(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only). We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
  
2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
  
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding

pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK 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 Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear 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 variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees.....) Only.
- b. This Bank Guarantee shall be valid upto .....and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee including claim period).
8. Dated the ..... day of ..... for ..... [indicate the name of Bank]

Yours' faithfully,  
For and on behalf of

\_\_\_\_\_ Bank  
Authorised Official

**NOTE:**

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER  
TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

**Sub: RFP for Empanelment of Information System Auditors.**

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

**(OR)**

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s ..... was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of .....years w.e.f. ....to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

**\*STRIKE OUT WHICH IS INAPPLICABLE**

**(Deviation to the above if any, the Bidder must provide details of such action(s))**

Signature (1) ..... (2) .....

(Duly authorized to sign)

Name: .....

Capacity in which as executed: .....

Name & registered address of the Bidder: .....

Seal of the Bidder to be affixed





**Undertaking to abide by all by-laws / rules / regulations**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,

**The Deputy General Manager (DIT),**

**UCO Bank, Head Office – II,**

**Department of Information Technology,**

**7th Floor, 3 & 4 DD Block, Sector – 1**

**Salt Lake, Kolkata – 700064.**

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/DIT/2920/2022-23 Date: 10.03.2023 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Place: For M/s. .... [Seal and Signature(s) of the Authorized Signatory (s)]**

**Undertaking Letter on the selected bidder's letterhead for Central Minimum  
Wages Act & Labour Laws**

To,  
Deputy General Manager (DIT)  
UCO Bank, Head Office  
Department of Information Technology  
7<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata - 700064

Sir,

**Sub: RFP for Empanelment of Information System Auditors.**

Further to our proposal dated ..... in response to the Request for Proposal (Bank's tender No..... herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

Yours faithfully,

**Authorised Signatory**

**Designation**

**Bidder's corporate name**

**Place:**

**Date:**

**Undertaking Letter on the vendor's letterhead for GST Law**

To,  
The Deputy General Manager (DIT),  
UCO Bank, Head Office,  
7<sup>th</sup> Floor, 3&4, DD Block, Sector-I,  
Salt Lake, Kolkata -700064.

Dear Sir,

**Sub: RFP for Empanelment of Information System Auditors).**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... Hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking for Price Validity & Acceptance of all terms & conditions of RFP**

**To**  
**The Deputy General Manager (DIT),**  
**UCO Bank, Head Office**  
**7<sup>th</sup> Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064.**

Dear Sir,

**Sub: RFP for Empanelment of Information System Auditors.**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking for No Deviation**

**To**  
**The Deputy General Manager (DIT)**  
**UCO Bank, Head Office**  
**7<sup>th</sup> Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064.**

Dear Sir,

**Sub: RFP for Empanelment of Information System Auditors.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... Hereinafter referred to as **"RFP"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

**We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Annexure – XI**

**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)**

	2019-20	2020-21	2021-22
Turnover			
Profit / Loss			
Net worth			

**Place:**

**Date:**

**Name:**

**AUTHORISED SIGNATORY**

**Designation:**



**Annexure – XII**

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

**To be e-mailed in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Query sought/ Suggestions of the Bidder</b>

यूको बैंक  UCO BANK

**Place:**

**Date:**

**Name:**

**AUTHORISED SIGNATORY**

**Designation:**



**INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to Empanelment of Information System Auditors hereinafter referred to as Stores and / or Services.

And **M/s** \_\_\_\_\_ **having its registered office at** \_\_\_\_\_ **represented by** \_\_\_\_\_

**Authorised signatory**, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for Empanelment of Information System Auditors and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

**4.1** The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

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

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### **5 Commitments of the Bidder(s) /Seller(s):**

**5.1** The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer 's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to

time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

**5.2** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the

Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

- 6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.
- 6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

- 8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to

disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

**9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

**9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Independent External Monitor(s)**

**10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

**10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

**10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

## **11. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **14 Other Provisions**

- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.

- 14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
17. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**





**NON-DISCLOSURE AGREEMENT**

**(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only,)**

This Non-Disclosure Agreement is entered into on this .... Day of..... 2023

**BETWEEN**

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY** (Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is inter alia engaged for Empanelment of Information System Auditors as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/2920/2022-23 Date: 10.03.2023. The Vendor/Receiving Party would be the single point of contact for this project.

**WHEREAS** Bank/Disclosing Party is inter alia engaged in the business of Banking; and

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Empanelment of Information System Auditors.

**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's



investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**a. Confidential Information.** "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**b. Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

**3. Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors

with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

I Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions.** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

I is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

I is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

**c. Return of Confidential Information.** All Confidential Information and copies and extract of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written

request by the Disclosing Party for the return of such Confidential Information.

**d. Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**e. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

Mitu-Som

**f. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

**g. Arbitration and Equitable Relief.**

**h. Arbitration.** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

**(b) Equitable Remedies.** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**I Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**(d) Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

**10. Term.** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**11. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims

disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

## 12. General Provisions.

- i. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**I Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**I Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

.....

**for and on behalf of**

.....

**(The selected bidder)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_


Designation: \_\_\_\_\_

Date: \_\_\_\_\_



**ELIGIBILITY COMPLIANCE**

Sl. No.	Criteria	Proof of Documents required/ must be submitted	Compliance Yes/No
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur & still categorized as MSME as on Bid issuance date, if any for the last 3 years as on Bid issuance date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.	
2.	The Bidder should have minimum annual turnover of Rs. 3 Crores per year, during the last three financial years (i.e., 2019-2020, 2020-2021 and 2021-22).	Copy of audited balance sheet of the financial years i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted.	
3.	The Bidder should have positive Net Worth in last three financial years. (i.e., 2019-2020, 2020-2021 and 2021-22)	Copy of audited balance sheet of the financial years (i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted. Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted.	
4.	The bidder should have an	Documentary evidence with	

	experience in the business of Information System auditing (IS Auditing) in India in at least last three years as of bid submission date	relevant copies of Purchase Order along with Satisfactory Service Certificates / Completion Certificates in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
5.	The bidder must be having on their rolls, on permanent employment basis, a minimum of 10 (ten nos.) professionals who hold professional certifications like CEH / CISA / CISSP / CISM / ISO 27001 LA / DISA (ICAI) with requisite experience to handle the work as per the scope (valid as on date).	The profile of the Core Audit team must be submitted as per format given in Annexure – XX format. Respective professional certificates to be submitted.	
6.	<p>The bidder should have Banks / Financial Institutions as their clients for IS Audit. The bidder must have completed at least one full cycle of System Audit in last two financial years, for a minimum of one (01) no. of Public / Private Sector Bank in India. The bidder should have conducted IS Audit in following areas: -</p> <ol style="list-style-type: none"> <li>1. Process Audit</li> <li>2. Site Audit</li> <li>3. VA/PT</li> <li>4. Source Code Audit</li> <li>5. Forensic Audit</li> <li>6. Application Audit</li> <li>7. Network Audit</li> <li>8. Audit of Security devices/Solutions/Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc.</li> <li>9. Database Audit</li> <li>10. Migration Audit</li> <li>11. Cloud Security Audit</li> <li>12. SWIFT Audit</li> </ol>	 <p>Documentary proof must be provided as per format given in Annexure – XIX along with copies of Work Order along with completion certificate.</p>	



	The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.		
7.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, bye-Laws, Guidelines, Notifications etc.	Documentary evidence to be submitted by the bidder as per Annexure – VI. Bidder shall also submit an undertaking in letter head as per format given in annexure for undertaking IS Audit Assignment.	
8.	To ensure audit independence, the bidder should not have been a vendor / Consultant of IT equipment / peripheral / software / Services / existing IS auditor of UCO Bank in the past 2 years.	Undertaking on company letterhead mentioning the same should be submitted.	
9.	The bidder should be an empanelled Security Auditing Firm with CERT-IN as on bid publication date and also during the course of Audit.	Copy of valid CERT-IN certificate	
10.	Bidder should not have been debarred / black-listed by any bank or RBI or ICAI or any other regulatory authority or Financial Institutions in India as on date of bid submission.	Annexure V is to be submitted	
11.	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	

**Place:**

**Date:**

**Name:**

**AUTHORISED SIGNATORY**

**Designation:**



**Technical Bill of Material**

Sl. No.	Item Description	Details of Items along with Quantity
1	Software supplied	
2	No. of Concurrent Users	

**Place:****Date:****Name:****AUTHORISED SIGNATORY****Designation:**

**TECHNICAL SPECIFICATION**

**All the solutions sought in** technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (Yes / No) for each of the line items mentioned below as well as in **Scope of Work (Part – IV)** of this RFP to be eligible for evaluation of Commercial Bids

Sl. No.	Particulars	Compliance (Yes/No)
1	<p>The bidder has at least 10 resources on its payroll having requisite experience of conducting any areas of the Audit as per the scope of RFP. The auditing team should be a mix of (CISA or DISA) and (CISSP or CISM) and CEH certified (Certificate to be valid as on date) required to conduct IS audit as per the Scope.</p> <p>➤ The list of the Audit Team members to be enclosed in <b>Annexure – XX.</b></p> <p>➤ CV of Core Audit team members for UCO Bank to be enclosed in <b>Annexure XXI.</b></p>	
2	The Core Team/Resources earmarked for conducting audit for UCO Bank must have experience in relevant fields covering the Scope of Work for at least 2 years.	
3	At least one auditor who is earmarked for Conducting audit for UCO Bank, for any area of the Scope of audit of the RFP must be a <b>permanent employee of the bidder and should be a mix of</b> (CISA or DISA) and (CISSP or CISM) and CEH certified (Certificate to be valid as on date). (Documentary proof must be attached)	
4	The resources earmarked for Penetration testing/Vulnerability & Threat Assessment are highly skilled & experienced ethical hackers certified in CEH certification.	
5	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Source Code Audit as per the Scope of this RFP	
6	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Application Audit as per the Scope of this RFP	
7	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting VA/PT & Threat Assessment as per the Scope of this RFP	
8	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Process, Site & Infrastructure Audit as per the Scope of this RFP	

9	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Operating System (OS) Audit as per the Scope of this RFP	
10	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Database Audit as per the Scope of this RFP	
11	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Network Architecture and Firewall Rule Audit as per the Scope of this RFP	
12	The bidder/auditor to be deployed for UCO Bank must have at least two years" experience in conducting Cyber Security Audit as per the Scope of this RFP. The auditing team should be CISSP or CISM certified.	
13	All the audit activities, methodology, approach & tools used by the bidder comply with RBI guidelines, IT act 2000, 2008 & other applicable regulations.	

**Place:**

**Date:**

**Name:**

**AUTHORISED SIGNATORY**

**Designation:**



**MASKED COMMERCIAL TEMPLATE****Table A: Items for which auditing is required regularly**

Sl. No	Particulars	Amount per Audit reference including all expenses (excluding GST) (A)	Frequency per Year (B)	Per year cost (C = A x B)	Total amount for Three years (D = C x 3)	GST as per the current rate applicable (E)	Amount (F) = (C)+(D)
1	Fees for Process, Site audit, outsourcing activities, Compliance to IT ACT defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)	XXXXX	<b>1</b> (Once in a year - Conduct of Audit & Compliance Review)	XXXXX	XXXXX	XXXXX	XXXXX
2	Fees for Application Audit (Controls) defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)	XXXXX	<b>1</b> (Once in a year - Conduct of Audit & Compliance Review)	XXXXX	XXXXX	XXXXX	XXXXX
3	Fees for Network Audit defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)	XXXXX	<b>1</b> (Once in a year - Conduct of Audit & Compliance Review)	XXXXX	XXXXX	XXXXX	XXXXX
4	Fees for Firewall Rule base Review/Audit defined under <b>Scope of Work</b> in the BID (Inclusive	XXXXX	<b>2</b> (Half Yearly - Conduct of Audit & Compliance Review)	XXXXX	XXXXX	XXXXX	XXXXX

	of all fees & expenses)		ce Review)				
5	Fees for Penetration Testing of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc including approx. 200 public facing applications/APIs defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)	XXXXX	<b>4 (Quarterly - Conduct of Audit &amp; Compliance Review)</b>	XXXXX	XXXXX	XXXXX	XXXXX
6	Fees for Vulnerability Assessment (VA) of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc.) and Core Firewall, Router and Switch Rule base defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	<b>2 (Half Yearly - Conduct of Audit &amp; Compliance Review)</b>	XXXXX	XXXXX	XXXXX	XXXXX

	(approx. 1200-1500 Servers/Devices)						
7	Fees for Source Code Audit defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	<b>1 (Once in a year - Conduct of Audit &amp; Compliance Review)</b>	XXXXX	XXXXX	XXXXX	XXXXX
8	Fees for Database Audit (All Major Applications listed in the Scope of Work) (approx. 60 to 70) defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	<b>1 (Once in a year - Conduct of Audit &amp; Compliance Review)</b>	XXXXX	XXXXX	XXXXX	XXXXX
9	Fees for Assessment of KRI & KPI prepared by CISO defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	<b>4 (Quarterly - Conduct of Audit &amp; Compliance Review)</b>	XXXXX	XXXXX	XXXXX	XXXXX
10	Fees for Risk Assessment of CBS, DC-DR, Internet Banking and Mobile Banking defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	<b>1 (Once in a year - Conduct of Audit &amp; Compliance Review)</b>	XXXXX	XXXXX	XXXXX	XXXXX
11	Fees for Performance Testing defined under Scope of Work in the BID (Inclusive of all	XXXXX	<b>1 (Once in a year - Conduct of Audit &amp; Compliance</b>	XXXXX	XXXXX	XXXXX	XXXXX



	fees & expenses)		Review)				
12	Fees for Audit of Sustenance of ISO 27001 certification for DC-DR operation defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	1 (Once in a year - Conduct of Audit & Compliance Review)	XXXXX	XXXXX	XXXXX	XXXXX
13	Fees for Security cum Functional audit of new applications (approx. 100 Applications) defined under Scope of Work in the BID (Inclusive of all fees & expenses)	XXXXX	1 (As and when required - Conduct of Audit & Compliance Review)	XXXXX	XXXXX	XXXXX	XXXXX
14	Total Cost (1+2+3+4+5+6+7+8+9+10+11+12+13) (In figures)	--	--	XXXXX	XXXXX	XXXXX	XXXXX
15	Total Cost (1+2+3+4+5+6+7+8+9+10+11+12+13) (In words)	--	--	--	XXXXX	--	--

**Table B: Items for which auditing is not required at regular interval**

Sl. No	Particulars	Amount including all expenses excluding GST (A)	GST as per the current applicable rate (B)	Amount (C) = (A)+(B)
1	Forensic Audit for 100 man-days	XXXXX	XXXXX	XXXXX
2	Cyber Security Framework & Security Management Review (As & when required)	XXXXX	XXXXX	XXXXX

3	Migration Audit (As & when required)	XXXXX	XXXXX	XXXXX
4	Other Audit Man-day cost for 500 man-days	XXXXX	XXXXX	XXXXX
5	Total Cost (1+2+3+4) (In figures)	XXXXX	--	--
6	Total Cost (1+2+3+4) (In words)	XXXXX	--	--

**Table-C TCO Calculation**

Sl. No	Particulars	Amount including all expenses excluding GST (A)
1	<b>Total Cost of Table A (Sl. No. 14 of Table A)</b>	XXXXX
2	<b>Total Cost of Table B (Sl. No. 5 of Table B)</b>	XXXXX
3	<b>TOTAL COST OF OWNERSHIP (TCO in figures) (Sl. No. 1 + Sl. No. 2)</b>	XXXXX
4	<b>TOTAL COST OF OWNERSHIP (TCO in words) (Sl. No. 1 + Sl. No. 2)</b>	XXXXX

**The above quotation is subject to the following considerations: -**

- a) Prices quoted are inclusive of Review Audit
- b) L1 bidder would be determined based on the Total Cost of Ownership (TCO) quoted by the bidder as per Sl. Nos. 3 & 4 of Table C given above.
- c) GST will be paid at actuals at the time of resultant billing.
- d) The prices quoted above are for TCO (**Total Cost of Ownership**) calculation purposes only. Payment will be done on actual basis for completion of each activity as quoted above.
- e) The rate arrived shall be valid for the entire contract period.
- f) No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g) In case of discrepancy between figures and words, the amount in words shall prevail.
- h) Any new addition/up-gradation in sites, hardware, software, new deliverables, and change in architecture or due to regulatory requirement as per the Scope of Work, during the period of Audit must also be covered in the scope of this audit without any additional cost to the bank.
- i) The Commercial Bid should contain the Total Project cost, on a fixed cost Basis. UCO Bank will neither provide nor reimburse any expenditure towards any type of Accommodation, Travel Ticket, Airfares, Train fares, halting expenses, Transport, Lodging, Boarding etc.

- j) Providing commercial proposal in other than this format may lead to rejection of the bid
- k) The fees amount submitted against each line-item will be frozen for three years (period of empanelment)
- l) For calculation of TCO, Forensic Audit cost for 100 man-days is included. However, payment will be made on the actual no. of man-days incurred.
- m) For calculation of TCO, Security cum Functional audit of new applications (approx. 100 applications) is included. However, payment will be made on the actual no. of applications audited.
- n) If the man-days mentioned in point no. 5 of the above table B get exhausted, then the selected bidder has to keep the man-day cost valid for other audits for an additional 100% of the mentioned man-days

**Place:**

**Date:**

**Signature of Bidder:** \_\_\_\_\_

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

**Business Address:** \_\_\_\_\_



**COMMERCIAL TEMPLATE****Table A: Items for which auditing is required regularly**

Sl. No	Particulars	Amount per Audit reference including all expenses (excluding GST) (A)	Frequency per Year (B)	Per year cost (C = A x B)	Total amount for Three years (D = C x 3)	GST as per the current rate applicable (E)	Amount (F) = (C)+(D)
1	Fees for Process, Site audit, outsourcing activities, Compliance to IT ACT defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)		<b>1</b> (Once in a year - Conduct of Audit & Compliance Review)				
2	Fees for Application Audit (Controls) defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)		<b>1</b> (Once in a year - Conduct of Audit & Compliance Review)				
3	Fees for Network Audit defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)		<b>1</b> (Once in a year - Conduct of Audit & Compliance Review)				
4	Fees for Firewall Rule base Review/Audit defined under <b>Scope of Work</b> in the BID (Inclusive		<b>2</b> (Half Yearly - Conduct of Audit & Compliance				

	of all fees & expenses)		ce Review)				
5	Fees for Penetration Testing of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc including approx. 200 public facing applications/APIs defined under <b>Scope of Work</b> in the BID (Inclusive of all fees & expenses)		<b>4 (Quarterly - Conduct of Audit &amp; Compliance Review)</b>				
6	Fees for Vulnerability Assessment (VA) of IT assets (applications, systems and infrastructure) through their life cycle (pre-implementation, post implementation, major changes etc.) and Core Firewall, Router and Switch Rule base defined under Scope of Work in the BID (Inclusive of all fees & expenses)		<b>2 (Half Yearly - Conduct of Audit &amp; Compliance Review)</b>				

	(approx. 1200-1500 Servers/Devices)						
7	Fees for Source Code Audit defined under Scope of Work in the BID (Inclusive of all fees & expenses)		<b>1 (Once in a year - Conduct of Audit &amp; Compliance Review)</b>				
8	Fees for Database Audit (All Major Applications listed in the Scope of Work) (approx. 60 to 70) defined under Scope of Work in the BID (Inclusive of all fees & expenses)		<b>1 (Once in a year - Conduct of Audit &amp; Compliance Review)</b>				
9	Fees for Assessment of KRI & KPI prepared by CISO defined under Scope of Work in the BID (Inclusive of all fees & expenses)		<b>4 (Quarterly - Conduct of Audit &amp; Compliance Review)</b>				
10	Fees for Risk Assessment of CBS, DC-DR, Internet Banking and Mobile Banking defined under Scope of Work in the BID (Inclusive of all fees & expenses)		<b>1 (Once in a year - Conduct of Audit &amp; Compliance Review)</b>				
11	Fees for Performance Testing defined under Scope of Work in the BID (Inclusive of all		<b>1 (Once in a year - Conduct of Audit &amp; Compliance</b>				

	fees & expenses)		Review)				
12	Fees for Audit of Sustenance of ISO 27001 certification for DC-DR operation defined under Scope of Work in the BID (Inclusive of all fees & expenses)		1 (Once in a year - Conduct of Audit & Compliance Review)				
13	Fees for Security cum Functional audit of new applications (approx. 100 Applications) defined under Scope of Work in the BID (Inclusive of all fees & expenses)		1 (As and when required - Conduct of Audit & Compliance Review)				
14	Total Cost (1+2+3+4+5+6+7+8+9+10+11+12+13) (In figures)	--	--				
15	Total Cost (1+2+3+4+5+6+7+8+9+10+11+12+13) (In words)	--	--	--		--	--

**Table B: Items for which auditing is not required at regular interval**

Sl. No	Particulars	Amount including all expenses excluding GST (A)	GST as per the current rate applicable (B)	Amount (C) = (A)+(B)
1	Forensic Audit for 100 man-days			
2	Cyber Security Framework & Security Management Review (As & when required)			

3	Migration Audit (As & when required)			
4	Other Audit Man-day cost for 500 man-days			
5	Total Cost (1+2+3+4) (In figures)		--	--
6	Total Cost (1+2+3+4) (In words)		--	--

**Table-C TCO Calculation**

Sl. No	Particulars	Amount including all expenses excluding GST (A)
1	<b>Total Cost of Table A (Sl. No. 14 of Table A)</b>	
2	<b>Total Cost of Table B (Sl. No. 5 of Table B)</b>	
3	<b>TOTAL COST OF OWNERSHIP (TCO in figures) (Sl. No. 1 + Sl. No. 2)</b>	
4	<b>TOTAL COST OF OWNERSHIP (TCO in words) (Sl. No. 1 + Sl. No. 2)</b>	

**The above quotation is subject to the following considerations: -**

- a) Prices quoted are inclusive of Review Audit
- b) L1 bidder would be determined based on the Total Cost of Ownership (TCO) quoted by the bidder as per Sl. Nos. 3 & 4 of Table C given above.
- c) GST will be paid at actuals at the time of resultant billing.
- d) The prices quoted above are for TCO (**Total Cost of Ownership**) calculation purposes only. Payment will be done on actual basis for completion of each activity as quoted above.
- e) The rate arrived shall be valid for the entire contract period.
- f) No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g) In case of discrepancy between figures and words, the amount in words shall prevail.
- h) Any new addition/up-gradation in sites, hardware, software, new deliverables, and change in architecture or due to regulatory requirement as per the Scope of Work, during the period of Audit must also be covered in the scope of this audit without any additional cost to the bank.
- i) The Commercial Bid should contain the Total Project cost, on a fixed cost Basis. UCO Bank will neither provide nor reimburse any expenditure towards any type of Accommodation, Travel Ticket, Airfares, Train fares, halting expenses, Transport, Lodging, Boarding etc.



- j) Providing commercial proposal in other than this format may lead to rejection of the bid
- k) The fees amount submitted against each line-item will be frozen for three years (period of empanelment)
- l) For calculation of TCO, Forensic Audit cost for 100 man-days is included. However, payment will be made on the actual no. of man-days incurred.
- m) For calculation of TCO, Security cum Functional audit of new applications (approx. 100 applications) is included. However, payment will be made on the actual no. of applications audited.
- n) If the man-days mentioned in point no. 5 of the above table B get exhausted, then the selected bidder has to keep the man-day cost valid for other audits for an additional 100% of the mentioned man-days

**Place:**

**Date:**

**Signature of Bidder:** \_\_\_\_\_

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

**Business Address:** \_\_\_\_\_



**Profile of the proposed Core Audit Team for this assignment****RFP REF NO: UCO/DIT/2920/2022-23 Date: 10.03.2023 for IS Audit)**

Sl. No.	Name of Proposed Auditor	Professional Qualifications/ Certifications	Role in IS Audit (Task/ Module)	Banking Solutions expertise	IS Audit Expertise in terms of years and areas of expertise	Number of similar assignments involved in Banks in India (Provide details)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**(Signature and the capacity of the person duly authorized to sign Bid for and on behalf of)**

CV of Core Audit Team Member

RFP REF NO: UCO/DIT/2920/2022-23 Date: 10.03.2023 for IS Audit)

(To be furnished on a separate sheet for each Team member)

Name of Staff			
Date of Birth			
Professional Qualifications/ Certifications			
Services in the firm from			
Previous employment record	Organization	From	To
Activities carried out			
Details of key assignments handled in the past three years			
Organization	Month and year	Details of assignment carried out	

Place:

Date:

Name:

AUTHORISED SIGNATORY

Designation:

**Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Empanelment of Information System Auditors.**

**To**  
**The Deputy General Manager (DIT)**  
**UCO Bank, Head Office**  
**Department of Information Technology,**  
**7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**  
**Salt Lake, Kolkata -700064**

Sir,

**Sub: RFP for Empanelment of Information System Auditors.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... here in after referred to as **"RFP"**) issued by UCO Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes.

Yours faithfully,

**Authorized Signatory**  
**Designation**  
**Bidder's corporate name**

**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory**

**To,  
Deputy General Manager (DIT)  
UCO Bank, Head Office  
7<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Empanelment of Information System Auditors.**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

**Authorised Signatory,**

**Name:**

**Designation:**

**Vendors Corporate Name:**

**Address:**

**Email:**

**Contact No.**