

**Expression of Interest (EOI)
for
Empanelment of Information System
Auditors (E-tendering)**



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

युको बैंक UCO BANK

EOI Ref. No: UCO/DIT/1457/2023-24 Date: 10.11.2023

The information provided by the bidders in response to this EOI Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this EOI 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 EOI Document without assigning any reason whatsoever.

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

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The EOI is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.



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LIST OF ANNEXURES

Annexure No.	Subject
I	Tender offer forwarding letter
II	General Details of the Bidder
III	Undertaking
IV	Undertaking for non-blacklisting / non-debarment of the bidder
V	Undertaking to abide by all by-laws / rules / regulations
VI	Undertaking- for Central Minimum Wages Act & Labour Laws
VII	<i>Undertaking Letter on the vendor's letterhead for GST Law</i>
VIII	Undertaking for No Deviation
IX	Certificate from Chartered Accountant
X	Format of Pre-Bid Queries
XI	Integrity Pact
XII	Non-Disclosure Agreement
XIII	Eligibility Compliance
XIV	Technical Specification
XV	Self-Score Card
XVI	Profile of the proposed Core Audit Team for this assignment
XVII	CV of Core Audit Team Member

ABBREVIATIONS

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

Abbreviations	Description
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
EMS	Enterprise Management Services
EOD	End of Day
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

Tender Reference	EOI Ref. No: UCO/DIT/1457/2023-24 Date: 10.11.2023
Date of issue of EOI	10.11.2023
Pre-Bid queries submission Date	On or before 18.11.2023 up to 05:00 PM
Pre bid Meeting and Venue	20.11.2023 at 12:30 PM (Meeting would be done through Video-Conferencing)
Last Date and Time for receipts of tender bids	05.12.2023 at 04:00 PM
Opening of Technical Bids	05.12.2023 at 04:30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Website for Online EOI	https://www.ucobank.com & https://www.tenderwizard.com/UCOBANK
Address of Communication	Chief Manager, UCO Bank, Head Office-2 Department of Information Technology 7th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Address for support for Online EOI/Process of submission of tender documents	<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 Antares Systems Ltd through Website https://www.tenderwizard.com/UCOBANK Following activities will be conducted online through above website:</p> <ul style="list-style-type: none">a) Submission of Eligibility/Technical Bid & Commercial Bid by the Vendorb) Clarification, if any, sought by the Bankc) Opening of Eligibility/Technical Bid by the Bankd) On-line evaluation by the Bank.e) Opening of Commercial Bid by the Bank & On-line evaluation. <p>Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.</p> <p>* Bidders who wish to participate in online tenders will have to register with the website (https://www.tenderwizard.com/UCOBANK) through the "Register" link provided on the home page. Bidder will create login id & password on their own in</p>

registration process.

* Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

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 Vendor/ 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 Antares Systems Ltd. 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

Antares Systems Ltd.

Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.

Ph: - 080-49352000 / 40482000

Fax: - 080-49352034

Help Desk:

Contact Person: Mr. Kushal Bose/ Mr. Subrata Chakraborty

Mobile no. 07686913157 / 09674758723

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

kushal.b@antaressystems.com

subrata.s@antaressystems.com

g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of EOI/RFP, Technical, Price bid available in respective tender only.

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 After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
Email address	hodit.proc@ucobank.co.in kushal.b@antaressystems.com subrata.s@antaressystems.com
Contact Telephone/Fax Numbers (Bank Side)	Tel: 033-44559770/ 9324
Note: 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	



PART-I

1 INTRODUCTION

UCO Bank, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24*7.

2 OBJECTIVES

The Bank intends to empanel (maximum ten) CERT-IN empanelled Information Systems Security Auditors 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.

Against the above backdrop UCO BANK invites Expression of Interest (EOI) from the prospective bidders having proven past experience, competence in the field of Information Systems Security Audit and wishing to be considered for short listing for participating in bidding process of the proposed empanelment of Information Systems Security Audit for Bank.

Please note, this is the first stage of multiple-stage procurement process. The objective of this EOI is to identify and pre-register eligible applicants who are

interested in providing the proposed solution and have suitable capacity, capability and experience.

The bidders (also called the vendors throughout this document) empanelled under the EOI document shall be responsible to complete the allocated job and fulfilling all obligations and providing all deliverables and services required for successful completion 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 EOI document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this EOI documents.

The bidders should take care of submitting the bids properly filled and uploaded on tendering website before closing date and time. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

3 **ELIGIBILITY CRITERIA**



Only those Bidders who fulfil the following criteria are eligible to respond to the EOI. 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, 1956/2013. OR A Partnership Firm registered under Partnership Act. 1932. OR Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.	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. In case of partnership firms, Deed of Partnership should be submitted. 6. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be

		submitted along with the eligibility bid.
2.	The Bidder should have minimum annual turnover of Rs. 2 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.) 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 – XVI format. Respective professional certificates to be submitted.
6.	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: - 1. Process Audit	Documentary proof must be provided as per format given in Annexure along with copies of Work Order along with completion certificate.

	<p>2. Site Audit 3. VA/PT 4. Source Code Audit 5. Forensic Audit 6. Application Audit 7. Network Audit 8. Audit of Security devices/ Solutions/ Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc. 9. Database Audit 10. Migration Audit 11. Cloud Security Audit 12. SWIFT Audit</p> <p>The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.</p>	
7.	<p>Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, bye-Laws, Guidelines, Notifications etc.</p>	<p>Documentary evidence to be submitted by the bidder as per Annexure – V. Bidder shall also submit an undertaking in letter head as per format given in annexure for undertaking IS Audit Assignment.</p>
8.	<p>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.</p>	<p>Undertaking on company letterhead mentioning the same should be submitted.</p>
9.	<p>The bidder should be an empanelled Security Auditing Firm with CERT-IN as on bid publication date and also during the course of Audit.</p>	<p>Copy of valid CERT-IN certificate</p>
10.	<p>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.</p>	<p>Annexure IV is to be submitted</p>
11.	<p>The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against</p>	<p>Self-declaration to this effect on the company's letterhead should be submitted.</p>

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.	
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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

UCO Bank invites e-tenders comprising of eligibility and Technical bid from experienced prospective bidders having proven capabilities of conducting Information Systems Security Audit. The prospective bidders are required to adhere to the terms of this EOI document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) empanelled under the EOI 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 expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the EOI document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this EOI documents.

EOI document may be downloaded from our website www.ucobank.com . and e-tendering website <https://www.tenderwizard.com/UCOBANK>

The Bid document shall be in two parts viz. Eligibility & Technical Bid. All the bids must be uploaded on e-tendering website properly prior to closure of bid submission gateway. Bank will not be responsible for any submission failed due to technical glitch.

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 EOI, will be shortlisted for technical evaluation; the qualified bidders will be notified separately.

UCO Bank is not responsible for non-receipt of response to EOI 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.

2 DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this EOI and study the EOI document carefully. Bid shall be deemed to have been submitted after careful study and examination of this EOI with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this EOI. Failure to furnish all information required by this EOI or submission of a Bid not responsive to this EOI 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 EARNEST MONEY DEPOSIT

- There will be no Earnest money required for EOI
- However, Bank reserve the right to modify the Earnest money deposit requirements at the time of floating RFP/RFQ.

4 REJECTION OF THE BID

The Bid is liable to be rejected if:

- i. It is received through E-mail.
- ii. It is received after expiry of the due date and time stipulated for bid submission.
- iii. 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 (EOI) are liable for rejection by the Bank.
- iv. Bidder should comply with all the points mentioned in the EOI. Non-compliance of any point will lead to rejection of the bid.
- v. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vi. 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 Expression of Interest (EOI).
- vii. Non-submission of Integrity Pact as per format given in Annexure – XI.

5 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. 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.

6 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, appropriate legal case may be initiated by the Bank.

7 INFORMATION PROVIDED

The EOI 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 EOI document.

8 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.

9 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.

10 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 EOI document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this EOI.

11 FOR RESPONDENT ONLY

The EOI 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.

12 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 EOI 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.

13 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.

14 NO LEGAL RELATIONSHIP

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

15 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.

16 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 value 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.

17 NON-TRANSFERRABLE OFFER

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

18 ADDRESS OF COMMUNICATION

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

19 PERIOD OF BID VALIDITY

Bids shall remain valid for 90 (Ninety) 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 90 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. A bidder acceding to the request will neither be required nor be permitted to modify its bid.

20 ERRORS AND OMISSIONS

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

21 ACCEPTANCE OF TERMS

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

22 EOI RESPONSE

If the response to this EOI does not include the information required or is incomplete, the response to the EOI 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 EOI process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

23 NOTIFICATION

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

24 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.

25 CLARIFICATIONS ON AND AMENDMENTS TO EOI DOCUMENT

Prospective bidders may seek clarification on the EOI 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 EOI contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

26 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.

27 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.

28 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) / Expression of Interest (EOI)/ GeM bid document till the conclusion of the contract i.e., final payment or the duration of warranty/guarantee. Format of IP is attached as **Annexure – XI** 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

2. Shri Hare Krushna Dash

House.No.829, Sector 8
Gandhinagar- 382007, Gujarat

email: 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.

29 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 within 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.

29.1 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%.

29.2 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.



30 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 EOI. 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.

31 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 EOI.

- 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 two(2) stages for evaluation process. The Stages are:

Eligibility Criteria Evaluation
Technical Evaluation

1 BID 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 empanelment (maximum 10).

2 TECHNICAL EVALUATION

- a. The proposals will be evaluated in two stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XIII. In the second stage, Technical & Functional Evaluation as mentioned in Annexures – XIV & XV, the bidders will be shortlisted, based on their responses.
- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the EOI.
- 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.

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

The evaluation/selection process will be done on technical competence 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 EOI 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 60% of
Total marks in total score**

Once the evaluation of technical proposals is completed, the bidders who score more than or equal to **120 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 60%, 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 55%. In case at least 2 participants are not found with score above 55%, the entire process would be cancelled and Bank reserved the right to go in for re-tendering process.

Technical Scoring Criteria (Technical Evaluation Matrix)

Group No	Evaluation Parameters	Max Marks	Scoring Methodology
1	The bidder must have completed at least one complete cycle of System Audit in last two financial years, for a minimum of one (01) no. of Public / Private Sector Bank in India.	20	<ul style="list-style-type: none"> • 20 marks – 4 or more Scheduled Commercial Banks. • 15 marks – 03 Scheduled Commercial Banks. • 10 marks – 02 Scheduled Commercial Banks. • 05 marks – 01 Scheduled Commercial Bank.
2	The bidder must be having on their rolls, on permanent employment basis, a minimum no. of professionals (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 scope (valid as on date)	10	<ul style="list-style-type: none"> • 10 marks – 15 or more professionals. • 07 marks – 11 to 15 professionals. • 03 marks – 10 professionals.
3	The bidder must have completed at least one complete cycle of System Audit in last two financial years , for a minimum of one (01) no. of Public / Private Sector Bank in India.	20	<ul style="list-style-type: none"> • 20 marks – More than 5 years of experience. • 10 marks – Two to Five years of experience. • 05 marks – Two years of experience.
	The bidder should have conducted IS Audit in following areas: - 1. Process Audit 2. Site Audit		For each type of audit out of the mentioned 10 types, the following is the scoring pattern: -

4	<p>3. VA/PT 4. Source Code Audit 5. Forensic Audit 6. Application Audit 7. Network Audit 8. Audit of Security devices/ Solutions/ Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc. 9. Database Audit 10. Migration Audit 11. Cloud Security Audit 12. SWIFT Audit</p> <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)	<ul style="list-style-type: none"> • 15 marks – If bidder submits both Purchase Order and Completion Certificate for each type of mentioned audit types from 03 Scheduled Commercial Banks. • 10 marks – If bidder submits both Purchase Order and Completion Certificate for each type of mentioned audit types from 02 Scheduled Commercial Banks. • 05 marks - If bidder submits both Purchase Order and Completion Certificate for each type of the mentioned audit types from 01 Scheduled Commercial Bank.
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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.
- **Scoring in the Technical Evaluation Matrix:** The Bidders, who comply with Bank's technical specifications and other terms and clauses of the EOI 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 60% total score (or as per relaxation given by Bank) in the Technical Evaluation Matrix will be short-listed for empanelment

3 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 EOI, 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 EOI, agrees to the process and conditions of the normalization process.

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.

For performing any audit allocated to the selected bidder(s), Bank will not provide any tool. The selected bidder will have to bring their own tools to complete the audit work.

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.
- Configuration audit of the Servers, Network and Security devices covering critical applications like CBS (Domestic & Overseas), Mobile Banking, Internet Banking, UPI, GBM, LPS, RTGS/NEFT, SWIFT, etc.
- Secure Configuration Document as per CIS benchmark for:

OS: Windows, Redhat, AIX

Database: Oracle, MS SQL

Middleware: JBOSS

Web: APACHE, Tomcat, IIS

Security: Firewall

Network: Router, Switch

- Source Code Audit.
- Secure Code Review
- Application Security (Appsec) Audit
- Site Audit.
- Audit for Vendors
- Risk Assessment of Vendors
- Risk Assessment of DC-DR Infrastructure (including network infrastructure) and various applications/APIs
- 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.
- Comprehensive System Audit
- Audit of Change Logs

I. 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).

Time Lines

Detail and final timeline will be shared with the empanelled vendors with Request For Quotations (RFQ) for particular work/service.

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.
- 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 but not limited to:

- 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 various applications of the Bank (existing and any new application implemented during the contract period). The Infrastructure at both DC & DR is to be covered under the Scope

2. Source Code Audit

The in-house developed Software Packages application/API/Customization and any outsourced applications if required.

A source code audit refers to the process of examining and evaluating the source code of a software application or system to identify vulnerabilities, security weaknesses, and compliance issues. This audit aims to ensure that the code is secure, follows best practices, and complies with relevant regulations or standards.

Key objectives of a source code audit in IS audit include:

- **Security Assessment:** Identifying and mitigating security vulnerabilities such as code injection, authentication issues, authorization flaws, and data leakage.

- **Quality Assurance:** Ensuring that the code adheres to coding standards, is maintainable, and follows best practices for software development.
- **Compliance:** Verifying that the code complies with industry-specific regulations (e.g. PCI DSS for payment processing) and organizational policies.
- **Performance Optimization:** Identifying areas for code optimization to enhance system performance and resource utilization.
- **Risk Mitigation:** Reducing the risk of potential security breaches, data breaches, and system failures by addressing code-related issues proactively.
- **Documentation:** Reviewing and documenting the source code for future reference and knowledge transfer within the organization.

Source code audits are typically conducted by experienced software developers, security experts, or specialized audit teams. Automated code analysis tools may also be used to assist in the process, but manual inspection is often required for a thorough assessment. The findings and recommendations resulting from a source code audit are valuable for enhancing the security and reliability of software systems.

3. Secure Code Review

The in-house developed Software Packages application/API/Customization and any outsourced applications if required.

Secure code review refers to the evaluation of an organization's software code to identify and assess potential security risks and vulnerabilities. IS audit professionals perform secure code reviews to ensure that software applications are developed and maintained in a way that minimizes security threats.

Key aspects of secure code review in IS audit include:

- **Identification of Security Flaws:** Auditors analyze the code to identify security flaws, vulnerabilities, and deviations from secure coding standards. Common issues may include SQL injection, cross-site scripting (XSS), insecure authentication mechanisms, and more.
- **Adherence to Security Standards:** They assess whether the code aligns with industry-recognized security standards and best practices, such as OWASP (Open Web Application Security Project), SANS 25 guidelines or specific regulatory requirements relevant to the organization.
- **Documentation:** Auditors review code documentation to ensure that security-related decisions, mitigations, and rationale are well-documented. This documentation helps with traceability and future audits.

- **Testing:** Depending on the scope, auditors may conduct security testing (e.g., penetration testing) alongside code review to validate identified vulnerabilities and weaknesses.
- **Recommendations:** After the review, auditors provide recommendations and findings to the organization, highlighting areas of concern and suggesting remediation measures to enhance code security.

4. Application Security (Appsec) Audit

The in-house developed Software Packages application/API/Customization and any outsourced applications if required.

An application security audit in IS (Information Systems) audit refers to the process of evaluating the security of a software application or system. This audit is typically conducted to identify vulnerabilities, weaknesses, and potential threats within the application's code, architecture, and configuration. The goal of an application security audit is to assess the application's ability to protect sensitive data, maintain data integrity, and prevent unauthorized access.

Key activities involved in an application security audit may include:

- i. **Code Review:** Analyzing the application's source code for security flaws, such as injection vulnerabilities (e.g., SQL injection, XSS), insecure authentication, and authorization issues.
- ii. **Penetration Testing:** Simulating attacks on the application to uncover vulnerabilities from an external perspective, testing for weaknesses like improper error handling or misconfigured security settings.
- iii. **Configuration Assessment:** Reviewing the application's configuration settings to ensure they align with security best practices, such as using strong encryption, access controls, and secure communication protocols.
- iv. **Threat Modelling:** Identifying potential threats and risks specific to the application, which helps prioritize security measures and countermeasures.
- v. **Compliance Check:** Ensuring that the application complies with relevant security standards, laws, and regulations.
- vi. **Remediation Recommendations:** Providing recommendations to address identified security issues, improve the application's security posture, and reduce the risk of security breaches.

5. 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.) 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, Cloud etc.
- Placement/ Deployment of security equipment, network equipment 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.

6. 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**

7. Penetration Testing

Penetration Testing of IT assets (applications, Cloud 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.

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.

8. 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 and/or any new locations during the contract period:

- 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.

9. Vendor Audit

Process of evaluating and assessing the IT-related practices and controls of a third-party vendor or supplier.

Vendor audit to cover specific aspects of the vendor's operations, such as data security, compliance with contractual agreements, service level agreements (SLAs) and adherence to industry standards and regulations. Auditor may conduct on-site visits to the vendor's facilities to access physical security measures and observe their operational practices.

The Audit typically begins with a risk assessment to identify potential vulnerabilities or weaknesses in vendor's systems or processes that could pose a risk to the organization.

10. Risk Assessment of Vendor

Risk assessment of a vendor is a critical process in managing the potential risks associated with the third-party suppliers or service providers.

Here are the steps involved in conducting a risk assessment of a vendor:

- **Identify Vendor Information:** Gather detailed information about the vendor, including their services, products, and the nature of their engagement with your organization.
- **Categorize Vendors:** Categorize vendors based on their criticality to your organization. Some vendors may have a higher impact on your operations or data security than others.

- **Risk Identification:** Identify potential risks associated with each vendor. These risks can encompass various areas, including:
- **Financial Stability:** Assess the vendor's financial health to ensure they can fulfil their obligations.
- **Operational Risk:** Evaluate the vendor's operational processes and assess the potential impact of any disruptions.
- **Data Security:** Examine how the vendor handles and protects sensitive data, especially if they have access to your organization's data.
- **Compliance and Legal Risks:** Determine if the vendor complies with relevant laws and regulations, such as data protection, industry standards, and contractual obligations.
- **Reputation Risk:** Consider the vendor's reputation and track record, including any past security incidents or legal issues.
- **Geopolitical and Location-Based Risks:** Evaluate risks related to the vendor's geographical location and political stability.
- **Due Diligence:** Perform due diligence on the vendor. This may involve reviewing their financial statements, security practices, compliance certifications, and conducting interviews or site visits.

11. Risk Assessment of DC-DR Infrastructure (including Network Infrastructure) and critical applications/APIs

Assessing the risk of an application involves several steps:

- a) **Identify Assets:** Determine what assets the application handles, such as data, user accounts, or intellectual property.
- b) **Threat Identification:** Identify potential threats and vulnerabilities that could affect the application, including external threats (e.g., hackers) and internal threats (e.g., data leaks).
- c) **Risk Analysis:** Evaluate the likelihood and impact of each threat. Consider factors like the application's popularity, security measures in place, and potential consequences of a breach.
- d) **Risk Mitigation:** Develop strategies to mitigate identified risks. This may involve implementing security controls, such as encryption, access controls, or regular security updates.
- e) **Documentation:** Keep detailed records of risk assessments, mitigation measures, and security incidents for future reference and improvement

12. 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.

13. 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.).

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

14. Performance Testing - Load Testing, Stress Testing, Capacity testing and Spike Testing of following applications and/or any new application implemented by Bank:

- 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.

15. 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.

16. Firewall Rule Based Review

Conducting a thorough firewall rule base review audit involves a systematic examination of firewall's rule set to assess its effectiveness and compliance with security policies. Here's a step-by-step approach:

- **Rule Documentation:** Review each firewall rule's documentation to ensure clarity in purpose and ownership.
- **Rule Organization:** Assess the structure of the rule base to confirm that rules are logically organized. Check for any rules that are out of order or not correctly prioritized.
- **Rule Analysis:** Evaluate individual rules for their necessity, relevance, and compliance with security policies. Identify and address any overly permissive or redundant rules. Ensure that rules are specific and do not have overly broad permissions.
- **Rule Logging and Monitoring:** Confirm that logging is enabled for rules that require it for auditing and security analysis. Verify that logs are regularly monitored and analyzed for suspicious activities.
- **Testing:** Test firewall rules to ensure they function as intended without blocking legitimate traffic. Simulate various network scenarios to identify any rule conflicts or unintended consequences.
- **Compliance Check:** Ensure that firewall rules adhere to industry regulations and Bank's security standards.
- **Risk Assessment:** Identify potential security risks or vulnerabilities in the rule base. Assess the impact of rule changes on network security.
- **Rule Cleanup:** Recommendation for Removing obsolete rules or rules that are no longer necessary.
Document the reasons for rule changes and removals.
- **Documentation Updates:** Update firewall rule documentation to reflect any changes made during the audit.
- **Reporting:** Create a detailed audit report summarizing findings, including rule modifications and their justifications. Share the report with relevant stakeholders for review and approval.

17. Configuration audit of the Servers, Network and Security devices covering critical applications like CBS (Domestic & Overseas), Mobile Banking, Internet Banking, UPI, GBM, LPS, RTGS/NEFT, SWIFT, etc.

18. Secure Configuration Document as per CIS benchmark for:

OS: Windows, Redhat, AIX

Database: Oracle, MS SQL

Middleware: JBOSS

Web: APACHE, Tomcat, IIS

Security: Firewall

Network: Router, Switch

19. Assessment of KPI & KRI prepared by CISO

20. 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.

21. Comprehensive System Audit

Conducting a comprehensive system audit involves thoroughly evaluating the various aspects of an organization's IT infrastructure and operations to ensure security, compliance, efficiency, and reliability. Here are the key steps involved in a comprehensive system audit:

- a) Risk Assessment:** Identify potential risks and threats to the system, including cybersecurity vulnerabilities, data breaches, and operational risks.
 - Evaluate the impact and likelihood of these risks.
- b) Technical Assessment:**
 - Conduct technical assessments, including vulnerability scanning, penetration testing, and security code reviews.
 - Assess the effectiveness of security controls, such as firewalls, intrusion detection systems, and access controls.
- c) Compliance Evaluation:**
 - Verify compliance with relevant industry standards, regulations, and internal policies (e.g., GDPR, HIPAA, ISO 27001).
 - Ensure that the system aligns with legal and regulatory requirements.
- d) Operational Review:**
 - Evaluate the efficiency of system operations, including IT processes, incident response, and disaster recovery plans.
 - Assess the availability and performance of critical systems.
- e) Data and Asset Protection:**
 - Review data security measures, data encryption, access controls, and backup procedures.
 - Verify the physical security of data centers and server rooms.
- f) Documentation and Reporting:**
 - Document findings, including identified vulnerabilities, compliance gaps, and operational inefficiencies.
 - Provide clear recommendations for remediation and improvement.

22. Audit of Change Logs

An audit of change logs refers to the process of reviewing and examining the records that document changes made to a system, software application, database, or any other type of information system. Change logs are typically used to track and record modifications, updates, or alterations made to these systems over time.

During an audit of change logs, an auditor or compliance team will:

- **Verify the existence and completeness of change logs:** Ensure that change logs are being maintained for the relevant systems and that they contain complete and accurate information.
- **Analyze the entries:** Review the entries in the change logs to understand what changes were made, when they were made, who made them, and why they were made.
- **Validate authorization and authentication:** Confirm that the changes were made by authorized individuals and that proper authentication and access controls were followed.
- **Check for compliance:** Ensure that changes comply with regulatory requirements, security policies, and best practices.
- **Detect unauthorized changes:** Identify any unauthorized or suspicious changes that may indicate security breaches or compliance violations.
- **Assess the impact of changes:** Evaluate the impact of changes on system performance, data integrity, and overall functionality.
- **Ensure documentation and reporting:** Verify that the change logs are well-documented and that audit reports are generated and maintained as part of the auditing process.

ii. Security cum functional audit of new applications:

Security cum Functional Audit of 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/Production 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 (latest version)/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.

iii. 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.

In addition to above, selected bidder have to audit the department/offices in accordance with the RBI's circular on "Master direction on outsourcing of Information Technology Services" vide circular number RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated April 10, 2023 and RBI's circular on "Master direction on Information Technology Governance, Risk, Controls and Assurance Practices" vide circular no.-RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023.



PART-V

1. ORDER DETAILS

Empanelled vendors out of EOI will be invited to participate in RFQ/RFP. The selected vendor in RFQ/RFP process will receive purchase order by Audit & Inspection Department, Head Office - 1 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 work allocated to any empanelled vendor will be specified in RFQ/RFP floated for respective audit work as decided by 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.

Selected bidder should ensure validity of their certificates (like Cert-In etc.) during the contract period and apply for renewal well before expiry of the certificate. In case of none of renewal of certificates, a penalty of Rs.5000/- will be charged per week.

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 SINGLE POINT OF CONTACT

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

8 AWARD OF CONTRACT

The bidder who qualifies in the technical evaluation will be empanelled by the Bank to provide services as per requirement by floating Request for Quotation (RFQ). The Empanelled vendor who quotes the lowest price in RFQ will be awarded the contract to complete the audit process as mentioned in RFQ.

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.

9 CONFIDENTIALITY AND SECRECY

The EOI document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The EOI 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 EOI 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 EOI 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.**

10 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) 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) 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) 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) 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) 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) 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.

11 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.

12 COMPLIANCE WITH RESERVE BANK OF INDIA'S OUTSOURCING POLICY

During bid submission bidders should ensure compliance with the RBI's circular on "Master direction on outsourcing of Information Technology Services" vide circular number RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated April 10, 2023 and RBI's circular on "Master direction on Information Technology Governance, Risk, Controls and Assurance Practices" vide circular no.-RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023. Selected bidder should comply with the directions of above referred RBI circular and any amendment thereon post award of contract.

13 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.

14 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.

15 INDEMNITY

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated _____, 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 EOI/ 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.

16 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.

17 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.

18 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.

19 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.

20 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.

21 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.

22 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 EOI, 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.

23 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.

24 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.

25 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).

26 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.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this EOI/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.

27 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.

28 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.

29 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. “

30 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.

31 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: EOI for Empanelment of Information System Auditors.

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website dated _____ on the captioned subject, 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 EOI document forming eligibility as well as Technical Bids being parts of the above referred Bid.



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.

If empanelled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective EOI

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
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

[Undertaking to be given on a Non-Judicial Stamp Paper of Appropriate Value]

**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: Expression of Interest (EOI) for Empanelment of Information System Auditors.
EOI Ref No.: UCO/DIT/1457/2023-24 Date: 10.11.2023**

With reference to the above EOI we have to state the following: -

1. We undertake to respond to any Request for Proposal (RFP) or Request for Quote (RFQ) as and when called for by the Bank under limited tendering process.
2. We have examined and understood the instructions, terms and conditions forming part of the abovementioned EOI and agree to abide by the General Terms and Conditions stated therein.
3. We further confirm that any offer in response to Request for Proposal (RFP) or Request for Quote (RFQ) will be in conformity with the terms and conditions as mentioned therein.
4. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on a yearly basis and, if found unsatisfactory will be removed from the list of empanelled vendors.

Yours faithfully,

Authorised Signatory
(Signature and Seal of the Company / Firm)
Name & Designation :
Name of Company / Firm:
Full Address of the Company / Firm:
Date:

UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER

Sub: EOI 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 ofyears 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 EOI 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 EOI Ref. No: UCO/DIT/1457/2023-24 Date: 10.11.2023 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 EOI.

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
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: EOI 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 EOI) 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,
7th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: EOI 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 "EOI") 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 No Deviation

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

Dear Sir,

Sub: EOI 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 "**EOI**") 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 EOI 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 EOI, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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:

AUTHORISED SIGNATORY

Date:

Name:

Designation:



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:

EOI Page No.	EOI Clause No.	Original EOI Clause	Query sought/ Suggestions of the Bidder



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/Licensor 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 EOI / 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 EOI).

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 EOI Ref. No: UCO/DIT/1457/2023-24 Date: 10.11.2023. 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.

Mitü-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.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013.</p> <p>OR</p> <p>A Partnership Firm registered under Partnership Act. 1932.</p> <p>OR</p> <p>Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2. Copies of Memorandum of Association</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. In case of partnership firms, Deed of Partnership should be submitted.</p> <p>6. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p>	
2.	The Bidder should have minimum annual turnover of Rs. 2 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)	<p>Copy of audited balance sheet of the financial years (i.e., 2019-2020, 2020-2021 and 2021-22 should be submitted.</p> <p>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.</p>	
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	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Service Certificates /	

	date	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 – XVI 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"> 1. Process Audit 2. Site Audit 3. VA/PT 4. Source Code Audit 5. Forensic Audit 6. Application Audit 7. Network Audit 8. Audit of Security devices/ Solutions/ Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc. 9. Database Audit 10. Migration Audit 11. Cloud Security Audit 12. SWIFT Audit <p>The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.</p>	 <p>Documentary proof must be provided as per format given in Annexure along with copies of Work Order along with completion certificate.</p>	
7.	Bidder should submit an Undertaking regarding	Documentary evidence to be submitted by the bidder as per	

	compliance of all Laws, Rules, Regulations, bye-Laws, Guidelines, Notifications etc.	Annexure – V. 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 IV 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 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 EOI 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 EOI. 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> <ul style="list-style-type: none"> ➤ The list of the Audit Team members to be enclosed in Annexure – XVI. ➤ CV of Core Audit team members for UCO Bank to be enclosed in Annexure XVII. 	
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 EOI must be a permanent employee of the bidder and should be a mix of (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 EOI	
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 EOI	
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 EOI	
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 EOI	

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 EOI	
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 EOI	
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 EOI	
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 EOI. 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:

AUTHORISED SIGNATORY

Name:

Designation:



Self score (Please submit relevant documents for marks claimed)

Group No	Evaluation Parameters	Max Marks	Scoring Methodology	Score
1	The bidder must have completed at least one complete cycle of System Audit in last two financial years, for a minimum of one (01) no. of Public / Private Sector Bank in India.	20	<ul style="list-style-type: none"> • 20 marks – 4 or more Scheduled Commercial Banks. • 15 marks – 03 Scheduled Commercial Banks. • 10 marks – 02 Scheduled Commercial Banks. • 05 marks – 01 Scheduled Commercial Bank. 	
2	The bidder must be having on their rolls, on permanent employment basis, a minimum no. of professionals (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 scope (valid as on date)	10	<ul style="list-style-type: none"> • 10 marks – 15 or more professionals. • 07 marks – 11 to 15 professionals. • 03 marks – 10 professionals. 	
3	The bidder must have completed at least one complete cycle of System Audit in last two financial years , for a minimum of one (01) no. of Public / Private Sector Bank in India.	20	<ul style="list-style-type: none"> • 20 marks – More than 5 years of experience. • 10 marks – Two to Five years of experience. • 05 marks – Two yearsof experience. 	
	The bidder should have conducted IS Audit in following areas: - 1. Process Audit 2. Site Audit 3. VA/PT	150	<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"> • 15 marks – If bidder submits both Purchase 	

4	<p>4. Source Code Audit 5. Forensic Audit 6. Application Audit 7. Network Audit 8. Audit of Security devices/ Solutions/ Parameters at SOC like DAM, PIM, WAF, SIEM, APT etc. 9. Database Audit 10. Migration Audit 11. Cloud Security Audit 12. SWIFT Audit</p> <p>The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.</p>	(Maximum 15 marks for each type of audit)	<p>Order and Completion Certificate for each type of mentioned audit types from 03 Scheduled Commercial Banks.</p> <ul style="list-style-type: none"> • 10 marks – If bidder submits both Purchase Order and Completion Certificate for each type of mentioned audit types from 02 Scheduled Commercial Banks. • 05 marks - If bidder submits both Purchase Order and Completion Certificate for each type of the mentioned audit types from 01 Scheduled Commercial Bank. 	
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Place:

Date:

यूको बैंक UCO BANK

Name:

AUTHORISED SIGNATORY

Designation:

ANNEXURE- XVI

Profile of the proposed Core Audit Team for this assignment

EOI REF NO: UCO/DIT/1457/2023-24 Date: 10.11.2023 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

EOI REF NO: UCO/DIT/1457/2023-24 Date: 10.11.2023
(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: