Request for Proposal (RFP)

For
Selection & Empanelment of Information Systems Auditor (Re-tendering)

Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP Ref. No: DIT/BPR&BTD/OA/3084/2019-20 Date: 07.09.2019

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

This document is prepared by UCO Bank for its Selection & Empanelment of Information Systems Auditor (Re-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 RFP 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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Bid Control Sheet

Tender Reference	**RFP Ref No: DIT/BPR&BTD/OA/3084/2019-20 Date: 07.09.2019**
Cost of Tender documents	**Rs.20,000/- (Rupees Twenty Thousand Only)**
Date of issue of RFP	**07.09.2019**
Earnest Money Deposit (EMD)	**Rs.5,00,000/- (Rupees Five Lakhs only)**
Date of commencement of sale of tender document	**07.09.2019**
Last date for submitting queries for the Pre-bid Meeting	**13.09.2019**
Pre-Bid meeting (Date, Time & Venue)	**16.09.2019 at 12:30 PM. at Head Office-2 Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector - 1, Salt Lake, Kolkata-700 064**
Last Date and Time for receipts of tender bids	**30.09.2019 at 04:00 PM**
Opening of technical bids	**30.09.2019 at 04:30 PM**
Opening of Price Bid	**Will be informed subsequently to technically qualified bidders.**
Address of Communication	**Chief Manager, Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064**
Email address	**hodit.proc@ucobank.co.in**
Contact Number	**033-4455 9775 / 9758**
Bids to be submitted	**Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.**

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

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, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. Overview or Objective

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

3. Eligibility Criteria

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

Sl. No.	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956 / 2013 / a partnership firm registered under LLP Act for the last 3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur should be categorized as MSME as on RFP submission date. The bidder should not be a subsidiary of a foreign company.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted. In case of LLP / partnership firms, a Deed of Partnership should be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The bidder submitting the offer should have net profit for the last two financial years i.e. 2017-18 & 2018-19.	Copy of the audited balance sheet and Profit & Loss statements, Certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, networth and turnover of the company for the last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.
3	The bidder should have a minimum annual turnover of **Rs.2** Crores per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.	
4	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 / DISA (certificate issued by ICAI) / CISSP / CISM / ISO 27001 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 – XXII format. Respective professional certificates to be submitted.
5	The bidder should have Banks / Financial Institutions as their clients for	Documentary proof must be provided as per format given in

	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 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 The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.	Annexure – XX along with copies of Work Order along with completion certificate.
6	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 RFP submission date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the **last three** years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.	Documentary evidence to be submitted by the bidder as per Annexure – VII. 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 /	Undertaking on company letterhead mentioning the same should be submitted.

	peripheral / software / Services / existing IS auditor of UCO Bank in the past 2 years.	
9	Bidder should not have been debarred / black-listed by any Public Sector Bank/ICAI as on date of bid submission.	Self-declaration to that effect should be submitted on company letter head.
10	The bidder should be an empanelled Security Auditing Firm with CERT-IN as on RFP publication date and also during the course of Audit.	Copy of valid CERT-IN certificate
11	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.

Note: In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

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

PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering). Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.20,000/- (Rupees Twenty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs.20,000/- (Rupees Twenty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at or before the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

UCO BANK reserves the right to accept or reject in part or full any or all offers 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. During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

The Bank details are as below:

- **Account Number-18700210000755**
- **Account Name- M/s HO DIT**
- **Branch- DD Block, Salt Lake branch**
- **IFSC- UCBA0001870**
- **MICR-700028138**

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
RFP for Selection & empanelment of Information Systems Auditor (Re-tendering)	**Rs.5,00,000/-**

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

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

a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
d. The bidder violates any of the provisions of the terms and conditions of this tender specification.

e. In case of the successful bidder, if the bidder fails:
   - To sign the contract in the form and manner to the satisfaction of UCO BANK
   - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

5. Rejection of the Bid

The Bid is liable to be rejected if:

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

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to **hodit.proc@ucobank.co.in**. 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 of bidder will be allowed to attend the Pre-bid meeting.

7. Modification and Withdrawal of Bids

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

8. Information Provided

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

9. Clarification of Offer

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

10. Late Bids

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

11. Issue of Corrigendum

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

12. For Respondent Only

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

13. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any

person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. Selection Process

The selection of the bidder will be decided on T1-L1 concept. The detailed description of the process is elaborated in evaluation process.

a. A screening committee constituted by UCO BANK for the purpose of selection of the successful bidder, would evaluate Technical Bids to qualify the bidders.
b. The evaluation process will be carried out as mentioned in PART – III of this RFP.
c. During the period of evaluation, bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/ e-mail seeking the explanation.
d. UCO BANK reserves the right to modify / amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever, and without any requirement of intimating the bidders of any such change.
e. The Commercial Bids of the finally qualified and short listed bidders would be opened in their presence or their authorized representatives wishing to be present, which will be communicated separately.
f. UCO Bank's decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.
g. UCO Bank is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever.
h. UCO Bank also reserves the right to re-issue/re-commence the bid/bid process.

15. MSME

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

i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission

(NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME.Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.

ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).

iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.

iv. In tender participating MSEs quoting price within price band of L1+15% allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non-MSEs.

v. Every Central Ministries/Departments/PSUs shall set an annual goal of minimum 20% of total annual purchases of products or services produced or rendered by MSEs. Out of annual requirement of 20% procurement from MSEs, 4% is earmarked for units owned by Schedule Caste /Schedule Tribes.

vi. An MSE unit will not get any purchase preference over any other MSE unit.

vii. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

16. 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.

17. No Legal Relationship

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

18. Cancellation of Tender Process

a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.
b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

19. Corrupt and Fraudulent Practices

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

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

AND

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

20. Non Transferrable Offer

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

21. Address of Communication

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

22. Period of Bid Validity

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

23. No Commitment to Accept Lowest or Any Bid

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

24. Other Terms and Conditions of the RFP

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

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

25. Errors and Omissions

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

26. Acceptance of Terms

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

27. RFP Response

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

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

28. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least 180 days from the time the RFP response submission process closes.

29. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response

has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

30. 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 initialed / authenticated by the person/(s) signing the Bid.

31. Clarifications on and Amendments to RFP Document

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

32. 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.

33. 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.

34. Submission of offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (**as per Annexure – XIV**), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as — RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering) (Eligibility Bid), — RFP

for Selection & Empanelment of Information Systems Auditor (Re-tendering) (Technical Bid) and — RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering) (Commercial Bid) **as per the format prescribed in Annexures – XVI, XVII, XVIII, XIX & XX** respectively should be put in a single sealed outer cover duly sealed and super-scribed as — RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering) as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and weightage will be given as per calculation mentioned in Part – III (Evaluation Methodology). The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

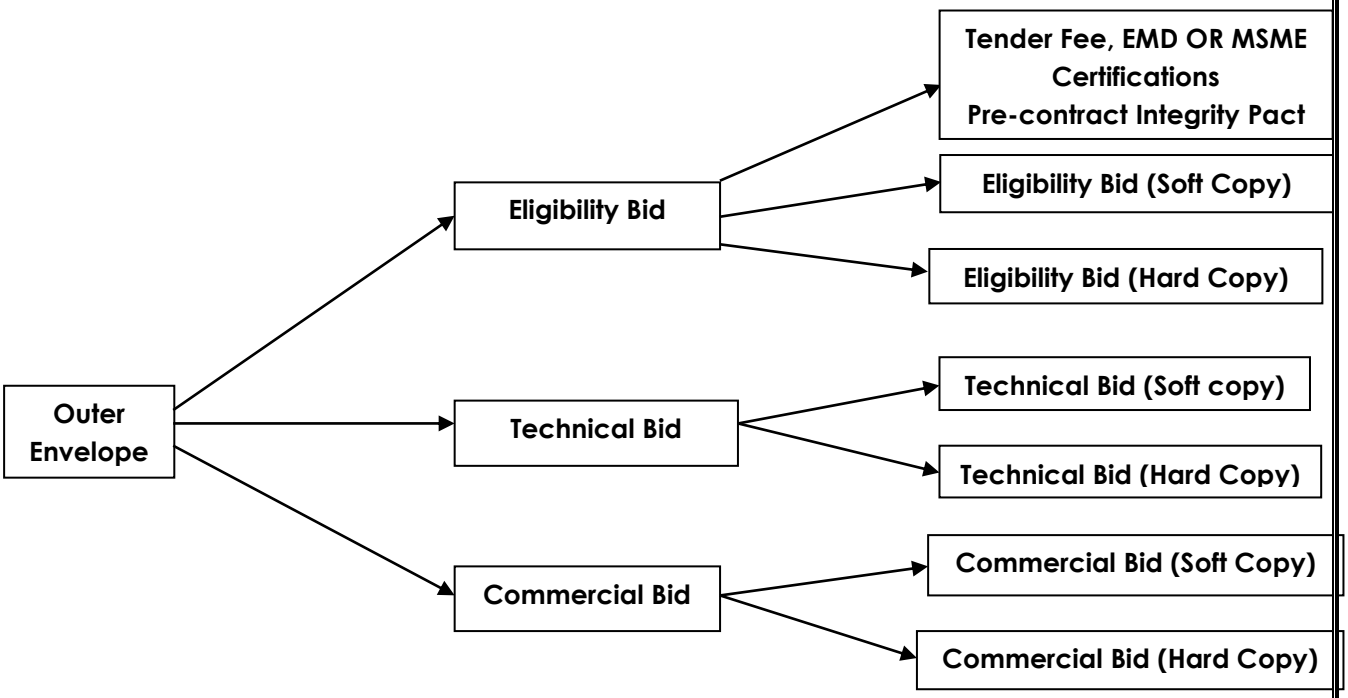
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (as per Annexure – XIV). Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures.**

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the below diagram.



The Commercial Offer (Hard Copy) should contain all relevant price information as per Annexure – XX.

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

Note:

i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
ii. The commercial offer (Hard Copy) should contain all relevant price information.
iii. All pages and documents in individual bids should be numbered as page no. (Current Page No.) of Page No. - (Total Page No.) and should contain tender reference no. and Bank's Name.
iv. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
v. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
vi. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
vii. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the

bid non-responsive.

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

ix. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

x. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

Part – III: BID OPENING AND EVALUATION CRITERIA

There would be a three (3) stage evaluation process.

The stages are:

I) Eligibility Criteria Evaluation
II) Technical Evaluation
III) Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

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

Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

1. Eligibility Evaluation

The Bank will evaluate the technical response of bidders who are found eligible as per the eligibility criteria mentioned in the RFP.

2. Technical Evaluation

a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XVI. In the second stage, Technical & Functional Evaluation as mentioned in Annexures – XVII & XVIII, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.
b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals.

Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

d. In T1-L1 method or Technical Eligibility based on Scoring, the score-sheet will be mentioned in detail as per details given below. Based on the scoring, the bidder will be either technically eligible or ranked as T1/ T2/T3 etc.

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

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

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

Total marks : 200
Minimum marks for qualifying criteria : 50% of Group-assigned marks for each group and 70% of Total marks in total score

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

Technical Scoring Criteria (Technical Evaluation Matrix)

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	• 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	• 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	• 20 marks – More than 5 years of experience. • 10 marks – Two to Five years of experience. • 05 marks – Two years of experience.
4	The bidder should have conducted IS Audit in following areas:- **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** The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.	150 (Maximum 15 marks for each type of audit)	For each type of audit out of the mentioned 10 types, the following is the scoring pattern:- • 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.

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

- The requirements are given in annexures.

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

Response	Description
Y	Yes, Available
N	No, Not Available

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

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

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

- After scrutiny of the TECHNICAL BID document and supporting documents, and responses to various Technical Evaluation Matrix points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.
- Only those bidders achieving at least 70% total score (or as per relaxation given by Bank) in the Technical Evaluation Matrix will be short-listed and proceed to the next round of evaluation i.e. Phase 3 - "COMMERCIAL EVALUATION"
- The marks obtained in Technical Evaluation Matrix will be given a weightage of 70% which will be termed as "Normalised Technical Score" and shall be arrived at as under:

Normalised Technical Score = Bidder's Total Technical Score / 200 X 100

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

Step 1: Normalized Technical Score

Bidder "A" = 150 / 200 X 100 = 75

Bidder "B" = 160 /200 X 100 = 80

Bidder "C" = 180 / 200 X 100 = 90

3. Commercial Evaluation

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

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

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

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

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

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

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

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

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

successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost
A: Rs.100.00
B: Rs.110.00
C: Rs.120.00

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

Step 1: Normalized Commercial Score
A: 100/100 X 100 = 100points
B: 100/110 X 100 =91 points
C: 100/120 X 100 = 83 points

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

Proposal A: 75x0.70 + 100x0.30 = 82.5 points
Proposal B: 80x0.70 + 91x0.30 = 83.3 points
Proposal C: 90x0.70 + 83x0.30 = 87.9 points

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

Proposal A: 82.5 points : H3
Proposal B: 83.3 points : H2
Proposal C: 87.9 points : H1

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

4. Normalization of bids

The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted 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 technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

The re- submissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- 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 shortlisted bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

i. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
ii. In case there is a variation between numbers and words, the value mentioned in words would be considered.

In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used."

PART – IV

1. SCOPE OF WORK

Bank has a board approved IS Audit Policy which need to be adhered to while conducting the audit. Information Systems Audit has to be undertaken covering the various key areas:

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

Broad Areas of Audit

- Vulnerability Assessment
- Penetration testing
- Application Audit
- Process Audit
- Network Architecture review
- Firewall rule base review
- Source code Audit
- Site Audit
- Database Audit
- Audit of all Outsourced activities/services.
- Audit for IT Act Compliance
- Audit of Disaster Recovery Plans & Business continuity plan
- Capacity Planning of IT Infrastructure of Critical Applications
- Audit of Service Level Management
- Cyber Security Framework as per Cyber Security Policy of the bank
- KPI, KRI prepared by CISO
- Forensic audit

I. Audit Units/Areas

The Applications/Infrastructure and site audit under the IT Universe of the bank shall include the following Audit Units. Process Audit shall also cover but not be limited to the following units:-

1. **Process Audit (OS Audit has been included in Process Audit and hence removed as a separate point)**

i. Anti-Money Laundering (AML) – Domestic
ii. Anti-Money Laundering (AML) - Overseas
iii. Lending Automation Processing System (LAPS)
iv. Alternate Delivery Channels including
    - eBanking
    - Mobile Banking Application with embedded Bharat QR code (Standard)
    - UCO Wallet with embedded QR Code (UCO bank specific)
    - UCO Smart Pay
    - BHIM Aadhaar Pay
    - BHIM UCO UPI with embedded Bharat QR code (Standard) as well as QR code (UCO bank specific)
    - m-passbook
    - UCO Pay Plus
    - UCO Secure Applications
    - Debit Card
    - Prepaid Card
    - POS machine
    - Automatic Teller Machine (ATM) installed at different locations in Metros, Urban and Rural areas (5 ATMs in each location)
    - Bharat Bill Payment System (BBPS)
    - On-Line account opening System
    - PFMS (Public Financial Management System)

v. UCO Bill Pay (for Rajasthan Beverages accessible from branches and interfaced with Customer's Database Server)
vi. Action taken on circulars and advisories received from regulatory authorities be audited
vii. Email/Mail Messaging System
viii. Email Archival System
ix. RTGS/NEFT Infrastructure / SFMS (LC/BG)
x. Core Banking System (CBS) including Connect 24 Interface and Central Stand in Application Server (CSIS) - Domestic Application
xi. Core Banking System (CBS) including Connect 24 Interface and Central Stand in Application Server(CSIS)- Overseas Application
xii. Risk Based Internal Audit (RBIA), Concurrent Audit, Credit Audit & management Audit.
xiii. MIS & Automated Data Flow (ADF) Audit
xiv. Government Business Module (GBM) (DC & DR)
xv. Integrated Treasury Management System (ITMS)
xvi. Various treasury applications.
xvii. Cheque Truncation System (CTS) (Northern, Western & Southern Grids)
xviii. Security Operating Centre (SOC) – all modules including modules like

WAF, PIMS, DAM, APT, NBA etc. with ARC Sight as a single Window incident management, ticketing and reporting System. The audit should include review of rules of SOC Devices including Arc Sight.

xix. Early Warning System, Knowledge Management Tool, Phone Banking, Board eMeeting Solution, Hindi Rajbhasha
xx. NACH & Mandate Management System
xxi. SWIFT Infrastructure (Implementation of RBI guidelines, application audit and infrastructure audit)
xxii. Mobile Banking Switch Audit
xxiii. UCO eTHIC
xxiv. Unified Payment Interface (UPI), Mobile Banking Application & m-passbook
xxv. Registration Authority (RA) Office Setup under IDRBT Set-up
xxvi. Prepaid card infrastructure
xxvii. MPLS Network Architecture, Management & Audit
xxviii. Micro ATM
xxix. Document Management System (DMS)
xxx. Active Directory
xxxi. Proxy Application Server
xxxii. Review of interface with approx. 10 Payment Gateways used by the Bank viz. ATM, Mobile Banking, Internet Banking, Bill Desk, Citrus etc.
xxxiii. Review of interface of Finacle with various ancillary applications like GBM, SWIFT, SFMS etc.
xxxiv. All Reconciliation related to ADC handled by ATBD Mumbai
xxxv. Biometric Infrastructure including for Finacle Login, Attendance System, e-KYC
xxxvi. Anti-Virus
xxxvii. UCO Bank Rewardz
xxxviii. Aadhaar Authentication Infrastructure
xxxix. Legal Management System (LMS)

Note:-

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

2. In-House / Outsourced Applications (Source Code Audit)

The in-house developed Software Packages includes the following:

- HRMS Mobile App
- Human Resource Management System (HRMS)
- UCO onLine (ucoonline.co.in/ucoonline.in)

- Customization source code of Finacle
- UPI/IMPS/Mobile Banking/m-Passbook/UCO secure/UCO Pay+
- Any other applications added newly during the contract period
- Source code audit shall cover the following, but not limited to
- To ensure that apps are secure for putting through transaction by preserving confidentiality and integrity of the data that is stored and transmitted
- The server at Bank's end should have adequate checks and balances to ensure that no transaction is put through fake mobile banking apps and the authentication process is robust, secure and centralised.
- The APIs for secure data storage and communication have to be implemented and used correctly in order to be effective.
- Verify the vulnerabilities including OWASP Mobile Top 10.

3. Vulnerability Assessment

The Vulnerability Assessment (VA): VA for key IT infrastructure components shall cover a minimum of 400 (10% variance) devices on half-yearly basis. A list of Servers/devices in different locations will be given to the selected bidder.

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

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

4. Security Management Review

The Security Management Review shall cover following aspects:--

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

5. Penetration Testing

Penetration Testing shall include the following websites/URLs

- Bank's Websites
- Public facing Routers & Firewalls

The final list of Public facing routers/URLs/IPs for Penetration Testing will be provided to the selected bidders. The Approximate Number of websites/URLs for Penetration Testing is about 30.

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

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

6. Site Audit

As part of the audit the following are to be covered:-

- Bangalore Datacentre
- Kolkata Datacentre
- Treasury Mumbai
- CTS-New Delhi (both banks' infrastructure & hosted model)
- CTS-Chennai (both banks' infrastructure & hosted model)
- CTS-Mumbai (both banks' infrastructure & hosted model)
- Near DR Site-Bangalore
- ATM Switch (DC & DR)
- Prepaid Card Facility
- POS Infrastructure Facility

- SMS system
- Card printing facility at different locations
- Loyalty Rewardz
- AOC / ROC (all integrated switch / payment gateways)

7. Audit for IT Act Compliance (Part of process Audit)

8. Audit of Disaster Recovery Plans (Part of process Audit)

9. Audit of privileged users (Database, OS) (Part of process Audit)

10. Capacity Planning of IT Infrastructure of Critical Applications (Part of process Audit)

11. Audit of Service Level Management (Part of process Audit)

12. Cyber Security Framework Audit

13. Audit the KPI & KRI prepared by CISO

14. Application Audit-ADC applications (Mobile Banking, UPI, etc.) on various platforms (Part of process Audit)

15. Audit of Implementation of Aadhaar Act & related guidelines. (Part of process Audit)

Note:

Any new addition / up-gradation in sites, hardware, software, new deliverables, change in architecture or due to regulatory requirement, during the contract period will also be covered in the scope of this audit subject to a maximum variation of 10% of count of devices/applications/portals/sites/hardware/software/new deliverables etc."

II. CONTROLS TO BE COVERED UNDER AUDIT AREAS/UNITS

1. Site Audit for Various IT Infrastructure/Facilities: Site Audit for Various IT Infrastructure/Facilities like Data centre, Treasury, CTS centres, ATM vendor site etc.

The Data Centre facilities Audit at the above mentioned sites shall cover 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

2. Application Audit (Controls)

Applications for which this audit is to be conducted are interfacing applications with ADC channels, GBM, LAPS, MMS, RTGS, NEFT, SWIFT, UPI, BBPS, CBS, UCO Call Manager, ITMS, HRMS, CTS etc.

The Application audit shall cover following aspects:-

- Controls for performing/changing parameter setup of functionality across applications
- Verification / Audit of parameters in various applications like Finacle, GBM, LAPS, ITMS, SWIFT, XMM, GST etc.
- 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 up-dation of job cards with new version releases
- Interfacing between Finacle &various Forex / Treasury Applications
- Controls for opening/modifications of Office Accounts / GL heads

3. **Database Audit (CBS, ADC, LAPS, RTGS, ITMS, RBIA, GBM, MISADF, HRMS, eTDS, IRPS, Mandate Management System etc.)**

The Database audit shall cover 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

4. **Network Audit**

Network Audit is to be conducted for all network devices viz. Router, Switch, Firewall, IPS, IDS etc.

The Network audit shall cover following aspects:-

- Overall Network architecture
- Overall Network management
- Review of detailed Network architecture
- Rule base of the Core Network devices like Firewall, Router, Switch, IPS, IDS etc.
- Network traffic analysis and base lining
- Virtual LANS (VLANs) & Routing
- Network device life cycle
- Evaluate procedures adopted for:
  - i. Secured transmission of data through leased line / ISDN / 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 misconfigured access points
- Integration of various extranet with Bank's network

5. Delivery Channels Review / Audit (Part of Process Audit)

ATM Centre/Switch Audit shall cover following aspects:-

- ATM centre management:
  i. PIN Management (eBanking & ATM)
  ii. Card Management
  iii. Time Management in delivering ATM Card / PIN to Customers
  iv. Hot listing of cards
- ATM helpdesk and monitoring
- Branch procedures
- Reconciliation:-Visa, RuPay, POS, NFS, Us-on-Us Chargeback procedures. (At ATM Transaction Banking Division, CBO Mumbai).
- Card Printing / Dispatch
- ATM Switch setup, configuration, Security, control & Risk Management
- ATM Switch operational controls, Consortium issues & Reconciliation / Functional Managerial activities
- Monitoring procedure of ATM's Status (Uptime / Downtime)
- Processing of requests received through Debit Card Request (DCR) module in Finacle
- Review of EWDIT Software of Euronet
- Interface systems (Connect 24, Verified by Visa, Rupay etc.)
- Offsite Security Services.
- Review of Status of required certifications as per International as well as regulatory stipulations.
- Compliance with industry standards of security such as, Payment Card Industry Data Security Standard (PCI-DSS), PA-DSS etc.

6. Security System for Online Card Transaction (SSOCT) (Part of Process Audit)

The SSOCT shall cover following aspects:-

- Detailed review of the SSOCT security architecture vis-à-vis the RBI, VISA / MASTER / RuPay card guidelines

- Bank's SSOCT product line, transaction flow
- Review on internal controls in place to minimize errors & frauds
- Interface with ATM Switch & other applications
- Process of generation of OTP
- Authentication controls
- Compliance with industry standards of security such as, Payment Card Industry Data Security Standard (PCIDSS), PA-DSS etc.

7. E-Banking Audit (Part of Process Audit)

E-Banking Audit shall cover following aspects:-

- Detailed review of the Internet Banking security architecture vis-à-vis RBI guidelines
- Bank's internet Banking product line, transaction flow
- Review on internal controls in place to minimize errors & frauds
- Interface with other organizations for utility bill payments/share Trading etc.
- Interface with CBS & other applications
- Process of creation/Activation/Resetting/delivery of internet banking User IDs/ passwords
- Password / PIN management
- Authentication controls
- Two Factor Authentication Solutions for E-Banking

Internet Banking Audit shall cover following aspects:--

- Information systems security framework
- Web server
- Logs of activity
- De-militarized zone and firewall
- Security reviews of all servers used for Internet Banking
- Database and Systems Administration
- Operational activities
- Application Control reviews for internet banking application
- Application security

8. Mobile Banking Audit (UPI, Wallet, IMPS, UCO Secure, MPassbook, UCO Pay+) (Part of Process Audit)

Mobile Banking Audit shall cover following aspects:-

- Detailed review of the Mobile Banking Security architecture vis-à-vis the RBI guidelines
- Bank's Mobile banking product line, transaction flow
- Review on internal controls in place to minimize errors & frauds
- Interface with other organizations for utility bill payments & other purposes etc.

- Interface with CBS, Financial Transaction Switch & other applications
- Parameterization & customization of Mobile Banking
- Process of creation/Activation/Resetting/delivery of M- PINS
- Authentication controls
- Implementation of RBI/NPCI guidelines

9. Mail Messaging System Audit (Part of Process Audit)

The Mail Messaging audit shall cover following aspects:--

- Overall Mail Messaging System management
- Architecture & design review of Mail Messaging System
- Performance of Mail Messaging Servers
- Archival & backup process including cloud
- Configuration Audit for all servers, network devices (Routers, Firewall, Switches) used in Mail Messaging System
- Impact Analysis of Mail Servers

10. Review of IT Processes and IT Management Tools (Part of Process Audit)

The review of IT Processes and Management tools shall cover following aspects:--

- IT Asset Management
- Enterprise Management System
- Help Desk
- Change Management
- Incident Management
- Network Management
- Backup & Media Management
- Anti-Virus Management
- Vendor & SLA Management
- Cyber Security Management Plan
- IT Governance

11. IT Policies review (Part of Process Audit)

An assessment / review of all the important Policies / Procedure Documents of the Bank such as:-

- Information Technology (IT) Policy & its 26 sub-policies
- ISMS Policy
- Cyber Security Policy
- Outsourcing Policy
- Any other IT related policies of the Bank which are not listed above

12. Payment Gateway Audit (Part of Process Audit)

- Verification of controls for RTGS, NEFT, SFMS, SWIFT, NFS etc. at Payment Gateway, as per the regulator's policies and guidelines

- Limited audit of 10 payment gateway like Bill desk, PayTM etc. with which Bank has integration

13. CTS-Chennai, Delhi, Mumbai (Part of Process Audit) (Both Opex & Capex)

CTS – Chennai, Delhi & Mumbai shall cover following aspects:-

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

14. Registration Authority (RA) Office Audit (Part of Process Audit)

Registration Authority (RA) Office Audit shall cover following aspects:--

- Audit of all RA functions
- Compliance to the requirements of IT acts 2000 & its subsequent amendments, Rules and Regulations
- Compliance of RA functions as per IDRBT checklist
- Reconciliation of digital signatures issued/revoked by RA with IDRBT
- Digital Certificates details/record maintenance as per IDRBT requirements

15. Call Centre Audit (Part of Process Audit)

Call Centre Audit shall cover following aspects:-

- Review of the call centre architecture
- Vulnerability/ Threat Assessment
- Review on internal controls in place to minimize errors & frauds
- Manageability of the solution implemented by means of administrative control such as administrative password
- Adequacy of security features of the application implemented
- Solution should not breach the security of any other installations of Bank in any way
- Review of interfaces if any
- Authentication controls

16. Risk Based Internal Audit (RBIA) (Part of Process Audit) (Concurrent, Credit & Management Audit all should cover).

Risk Based Internal Audit shall cover following aspects:-

- Review of System Architecture of RBIA
- Vulnerability Assessment of the Servers and associated peripherals
- Review of risk based Internal Audit & Off-site Surveillance implemented in the System including work flow

- Manageability of the solution implemented by means of administrative control such as administrative password
- Adequacy of security features of the application implemented
- Solution should not breach the security of any other installations of Bank in any way
- Review of interfaces, particularly with Finacle & others, if any
- Authentication controls

17. Management Information System –Automated Data Flow to RBI (MIS-ADF) (Part of Process Audit)

MIS-ADF Audit shall cover following aspects:--

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

18. Privacy and Data Protection (Part of Process Audit)

Privacy and Data Protection Audit shall cover following aspects:--

- Controls established for data conversion process
- Information classification based on criticality and sensitivity to business Operations
- Fraud prevention and Security standards
- Isolation and confidentiality in maintaining of Bank's customer Information, documents, records by banks
- Procedures for identification of owners
- Procedures of erasing, shredding of documents and
- Media containing sensitive information after the period of usage.
- Media control within the premises.

- Aadhaar authentication infrastructure

19. Business Continuity Management (Part of Process Audit)

Business Continuity Management Audit shall cover following aspects:--

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

20. Asset Management (Part of Process Audit)

Asset Management shall cover following aspects:--

- Records of assets (Software, Hardware, Licences etc.) mapped to owners
- Proper usage policies for use of critical employee facing technologies
- Maintenance of Inventory logs for media
- Restriction of access to assets through acceptable usage policies, explicit management approval, authorized use of technology, access control list covering list of employees and devices, labelling of devices, list of approved company products, automatic session disconnection of remote devices after prolong inactivity
- Review of duties of employees having access to asset on regular basis.

21. IT Financial Control (Part of Process Audit)

IT Financial Control shall cover the following aspects:-

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

22. IT Operations (Part of Process Audit)

IT Operations shall cover the following aspects:-

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

23. Project Management (Part of Process Audit)

Project Management shall cover the following aspects:-

- Information System Acquisition, Development and maintenance for:
  - Sponsorship of senior management for development projects

- New system or changes to current systems should be adequately specified, programmed, tested, documented prior to transfer in the live environment
- Scrambling of sensitive data prior to use for testing purpose

➢ Release Management

- Access to computer environment and data based on job roles and responsibilities
- Proper segregation of duties to be maintained while granting access in the following environment
  - Live
  - Test (Process to be audited)
  - Development
- Segregation of development, test and operating environments for software.

➢ Project Management methodology

24. Record Management (Part of Process Audit)

Record processes and controls shall cover the following aspects:-

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

25. Technology Licensing (Part of Process Audit)

Technology Licensing shall cover the following aspects:-

- ➢ Periodic review of software licenses
- ➢ Legal and regulatory requirement of Importing or exporting of software

26. IT outsourcing related controls (Part of Process Audit)

The following correlates significant third party risks to the assessments utilized by organizations to evaluate the effectiveness of third party controls in place to mitigate risks.

- ➢ **Compliance**: Assess the third-party's ability / control framework in place to comply with laws/regulations.
- ➢ **Information Security & Privacy**: Assess third party controls over the Availability, confidentiality, and integrity of third party data.
- ➢ **Physical Security**: Assess facility access and security measures implemented by the third party.
- ➢ **Country Risk**: Assess political, geographic, regulatory, legal, and economic risks of sourcing to a country or region.

- **Business Continuity & Resiliency**: Assess the third parties ability to perform in the event of a process failure or catastrophic event.
- **Financial**: Assess financial stability for the third party to continue provide the product/service.
- **Technology**: Assess the adequacy and appropriateness of the third parties systems and applications to provide the product / service
- **Subcontractor**: Assess the risk management processes surrounding the use of subcontractors by third parties
- **Operational Competency**: Assesses the ability of the third party to deliver the contracted products/services

27. IT Architecture (Part of Process Audit)

IT Architecture shall cover the following aspects:-

- Acquisition and Implementation of software
  - Requirement Identification and Analysis
  - Product and Vendor selection criteria
  - Vendor selection process
  - Contracts
  - Implementation
  - Post Implementation Issues
- Development of software (In-house and Out-sourced)
  - Audit framework for software developed in house, if any
  - Software Audit process
    – Audit at Program level
    – Audit at Application level
    – Audit at Organizational level
  - Audit framework for software outsourcing
- Operating Systems Controls
  - Adherence to licensing requirements
  - Version maintenance and application of patches
  - Network Security
  - User Account Management
  - Logical Access Controls
  - System Administration
  - Maintenance of sensitive user accounts
- Application Systems and Controls
  - Logical Access Controls
  - Input Controls
  - Processing Controls
  - Output Controls
  - Interface Controls
  - Authorization Controls
  - Data Integrity / File Continuity controls

- Review of logs and audit trails
- Secure coding practices

➢ Database Controls
- Physical access and protection
- Referential Integrity and accuracy
- Administration and Housekeeping

➢ Network Management audit
- Process
- Risk acceptance (deviation)
- Authentication
- Passwords
- Personal Identification Numbers ('PINS')
- Dynamic password
- Public key Infrastructure ('PKI')
- Biometrics authentication
- Access Control
- Cryptography
- Network Information Security
- E-mail and Voicemail rules and requirements
- Information security administration
- Microcomputer/ PC security
- Audit trails
- Violation logging management
- Information storage and retrieval
- Penetration testing

28. Maintenance (Part of Process Audit)

The IS Asset maintenance shall cover the following aspects:-

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

29. Others (Part of Process Audit)

- Privileges available to Systems Integrator and Outsourced Vendors
- Evaluate role, responsibility and accountability of IT Process owners.
- Review of DR Drills undertaken for CBS/ADC & other delivery channels at Treasury branch and reports thereof Comments on sufficiency and periodicity etc. of DR Drills undertaken and planned.
- Audit of antivirus protection at host and at desktop levels, procedure of antivirus updates at DC, Servers and Desktops, Gateway level AV protection etc.
- Alignment of IT strategy with Business strategy.
- IT Governance related processes.
- Long term IT strategy and Short term IT plans.
- Information security governance, effectiveness of implementation of Security policies and processes.

30. Migration Audit (One Time)

- Finacle 10x migration
- Internet Banking application migration

31. Forensic Audit - In case of any incident/cyber attack/hacking etc.

32. Audit for any future requirements during the contract period (As per Man-day cost quoted in the Commercial Annexure – XX)

33. Cyber Crisis Management

III. AUDIT APPROACH

Information Systems Security Audit approach includes the following:

- Auditing around the computer
- Auditing through the computer
- Auditing with the computer
- Through preparation of IS audit checklists based on globally accepted standards and RBI guidelines/ Circulars / IT Acts.
- Based on the audit findings risk assessment to be classified as Low, Medium and High in each specific audit areas.

The selected auditors must understand the business and IT environment, risks and internal control framework. During audit, auditors shall obtain evidences, perform test procedures, appropriately document findings, and conclude a report. Guidance on executing the IS Audit may entail the following steps:

- Refining the understanding of business process and IT environment
- Refining the scope and identifying internal controls
- Testing Control Design

- Testing the outcome of the control objectives
- Collecting audit evidence
- Documenting test results
- Concluding tests performed
- Considering use of audit accelerators
- Considering the use of Computer-Aided Automated Tools (CAATs)
- Considering the work of others
- Considering third-party review by service providers

IV. AUDIT METHODOLOGY

IS Auditors can use an appropriate combination of manual techniques and CAATs/automated tools for audit purpose. To increase efficiency and effectiveness (and also for consistency) IS Auditors may also use testing accelerators i.e. tools or techniques such as CAATs, Network Analysis tools, Hacking tools, Application Security tools or any other tools that will help support IS Audit procedures.

There shall be a Scoring Model used to define the Criticality (Critical, High Medium, Low) of a particular Audit Unit/Application. The scoring model shall be based on various controls of the System/application/devices and the criticality of the System/application/devices. The criticality (Critical, High Medium, Low) of the audit observations shall be arrived at by adopting suitable scoring model of Industry Standard such as OWASP, CVSS, and ISO 31000 etc.

A brief description of the Audit Methodology and Work Plan is to be submitted in format as per Annexures – XVII, XVIII & the below mentioned AUDIT PHASES AND SCHEDULE clause (Page no. 53) of the subject RFP. The Audit Methodology and Work Plan shall be discussed with the bank's team before the start of Audit.

V. AUDIT PHASES AND SCHEDULE (Audit conducted once in a year)

1. The empanelled bidders have to undertake the audit within 2 weeks from date of issue of Work Order, in the following phased manner:

Sl No	Phase	Activity	Timelines
1	PHASE – I [PLANNING & CONDUCT OF AUDIT]	1. Conduct of IS audit as per scope 2. Risk rating of Servers/Devices based on any Industry Standard Methodology viz. OWASP, CVSS, ISO 31000 etc. 3. Conduct Gap Analysis of the Banks compliance vis-à-vis legal, regulatory, statutory and Govt. of India guidelines in the relevant	12 weeks* from the date of undertaking the assignment.

		areas. 4. Submission of preliminary draft audit report of IS audit findings.	
2	PHASE – II [REPORTING & REVIEW]	1. Review of Audit Report with Risk rated (Critical, High, Medium, Low) observations 2. Assigning an Overall risk score and Risk rating (Critical, High Medium, Low) for a particular Audit Unit/Server/Device 3. Submission of final reports and Acceptance of the same by the Bank.	2 weeks from the date of completion of Phase – I.
3	PHASE – III [COMPLIANCE & CLOSURE]	1. Compliance review 2. Submission of Review Report with Risk rated (Critical, High Medium, Low) observations vis-à-vis compliance by bank. 3. Issuance of Closure Certificate on completion of the compliance audit.	Within 4 months from the date of completion of Phase II. Exact date of commencement of Review Audit will be intimated by the Bank.

Note:-

- Application Audit, Migration Audit (if any), Process audit, Network Architecture Review, Source Code Audit, Operating System Audit, Database Audit etc. should be completed and draft report submitted **within 10 weeks** from the date of issue of Work Order to the empanelled bidders. The Review report should be submitted before the end of the relevant Financial Year Audit period. For example, if the Audit period pertains to FY2018-19, then the Audit should be completed by 15th June, 2018 and Post Audit Compliance report should be submitted latest by 31st March, 2019. The review of each Audit Units should be completed and report submitted as and when bank completes the compliance of the audit observations, on intimation by the bank.

2. The empanelled bidders have to undertake those audits that are to be conducted half-yearly/quarterly with VA/PT/Firewall audit etc. within 2 weeks from date of issuance of Work Order.

Sl No	PHASE	ACTIVITY	TIMELINES

1	**PHASE – I** [PLANNING & CONDUCT OF AUDIT]	1. Risk rating of Servers/Devices based on Industry Standard Methodology viz. OWASP, CVSS, ISO 31000 etc. 2. Conduct of Audit as per scope	6 weeks* from the date of undertaking the assignment.
2	**PHASE – II** [REPORTING of Findings]	1. Submission Audit Report with Risk rated (Critical, High Medium, Low) observations 2. Assigning an Overall risk score and Risk rating (Critical, High Medium, Low) for a particular Server/Device	2 weeks from the date of completion of **Phase I**.
3	**PHASE – III** [COMPLIANCE & CLOSURE]	1. Compliance review 2. Submission of Review Report with Risk rated (Critical, High Medium, Low) observations vis-à-vis compliance by bank. 3. Issuance of Closure Certificate on completion of the compliance audit.	Within 4 **Weeks** from the end of relevant quarter. Exact date of commencement of Review Audit will be intimated by the Bank.

- VA, PT & Firewall Rule Review should be completed and final Report submitted **within 4 weeks** from the date of issue of Work Order to the empanelled bidders and Post Audit compliance should be completed within two weeks after the end of the relevant quarter. For example, if the VA/PT pertains to June, 2018 Quarter, then the Post Audit Compliance report should be submitted by 15th of July, 2018**.** However, the exact date for commencement of Post Audit Compliance Audit shall be communicated by bank.

An Audit Area/Unit Round will be closed only after the submission of Compliance Review Report of **Critical, High, Medium & Low Risk** observations of each Audit Unit/Area as per Industry Standard Methodology viz. OWASP, CVSS, ISO 31000 etc. The Audit Report as well as the Compliance Review reports must be submitted in Hard Copy as well as Soft Copy.

PHASE – I: <u>PLANNING & CONDUCT OF AUDIT</u>

- The Bank will call upon the vendor, on placement of the order, to carry out demonstration and/ or walkthrough, and/or presentation and demonstration of all or specific aspects of the IS Audit at the Bank's desired location or, for a walkthrough, at a mutually agreed location. All the expenses for the above will be borne by the concerned vendor

- **Audit schedule to be provided 7 working days prior to the start of audit along with the name of the auditors who will be conducting the audit**.

Resumes of the auditors assigned above task for the project to be provided to the Bank beforehand and they should be deputed to the assignment only after Bank's Consent.

- Commencement of IS Audit of IT Setups as per the scope of Audit.
- Study of the existing systems, processes and meeting with the stakeholders and making them aware of the Audit methodology, checklists etc.,
- **Conduct of Information Systems (IS) Audit, risk based, as per the scope.**
- Conduct Gap Analysis of the Banks compliance vis-à-vis legal, regulatory, statutory and Govt. of India guidelines in the relevant areas.
- Execute Vulnerability Assessment/External Attack Penetration testing of the entire network, conduct application security etc., as per the scope of Audit, with prior intimation to the Bank Officials.
- Identify the security gaps i.e. vulnerability, security flaws, loopholes, etc. during the course of the review of the CBS & other IT infrastructure of the Bank, categorize the identified security gaps based on their criticality and provide recommendations for those gaps along with the resource/effort requirement to address them.
- Suggest changes/modifications in the Security Policies and Security Architecture including Network and Applications to address the same.
- Submission of Preliminary Draft Report of the IS Audit Findings

PHASE – II: <u>REPORTING & REVIEW of Audit Findings</u>

- Vendor has to discuss the preliminary report findings/observations/ recommendations/suggestions with the Bank prior to acceptance of the same. Subject to the acceptance of the preliminary report by the bank, the vendor has to submit the Final report. **All observations should have specific references to standards, guidelines and industry best practices along with detailed analysis and justification.** Those points need to be thoroughly discussed with process owners before finalization of report.

  The final report (Soft as well as Hard Copy) should contain

  a. Executive Summary

  b. Detailed findings / Checklists along with Risk Analysis

  c. In Depth Analysis of findings / Corrective Measures & Suggestions

d. **Risk Score Matrix** (Critical, High, Medium, Low) for each Audit Unit viz. Applications/Servers/ Devices.

- Acceptance of the Final Report by the Bank.

PHASE – III: <u>COMPLIANCE & CLOSURE</u>

- An exercise to review the compliance with the findings and recommendations of IS Audit observations are to be undertaken by the empanelled bidder.
- The final date for the start of Compliance Audit will be intimated by the bank.
- This exercise would encompass evaluation of the general/overall level of compliance undertaken by the Bank against the shortcomings reported in the IS Audit Reports.
- A Summarized Audit Type wise Review report is required to be submitted for all the audit findings for different units/area. The reporting format shall be discussed with bank.
- A summary of Audit Unit/Area wise Risk Score & Rating is also to be provided.
- On completion of the compliance review and before final sign off by the Bank, the empanelled bidders to whom work order is issued, have to provide the separate certificates for Bank's Compliance Level vis-à-vis IS Audit and also the Closure Certificate.

VI. TYPES OF AUDIT & FREQUENCY OF AUDIT:

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

Sl No.	Type of audit	Description	Details Description	Frequency of Audit
1	Penetration Testing	Penetration testing (PT) to be conducted mandatorily on all the public facing application exposed to the internet.	It is a type of testing where the penetration tester/ auditor should not have knowledge on the auditee system, to be conducted by external agency empanelled by CERT-IN. Please also refer to Section 4 – Scope of Work (Point no. 2: In House/ Outsourced Applications (Source Code Audit)) for scope of Audit.	**Quarterly** (Conduct of Audit & Compliance Review)
2	Vulnerability Assessment	Vulnerability Assessment (VA) to be carried out on all production critical assets deployed in datacenter and DR, like Network Intrusion prevention system(NIPS), IDS, Routers, Switches, Web servers, Operating Systems, Database systems, IOSs etc. (Threat Vulnerability and Risk	The auditor should check whether the authorized users have access rights, if so, what infringement can be caused to the system. Auditor has to study the current configuration by individually logging into the system or prepare scripts which can read the parameter and prepare an output to be required for VA report. Such	**Half-yearly** (Conduct of Audit & Compliance Review)

		Assessment (TVRA) for Data Centre as per scope of Monitoring Authority of Singapore (MAS) & Hong Kong Monitoring Authority (HKMA) shall also be covered)	scripts can be tested on UAT before running on the production system. Please also refer to section 4 – Scope of Work (Point no. I - Audit Units/Areas) for scope of Audit.	
3	Application Audit (Controls) & Migration Audit	Application testing to be conducted on all critical applications, generally it should be conducted on UAT system by using various tools.	Auditor should have the complete understanding of the data flow on the system, which can be collected by interviewing business owner. **OWASP Top 10 Application Security should be covered viz.** ➢ SQL/Command Injection ➢ Broken Authentication and Session Management ➢ Cross-Site Scripting (XSS) ➢ Insecure Direct Object References ➢ Security Mis-Configuration ➢ Sensitive Data Exposure ➢ Insufficient Attack Protection ➢ Cross-Site Request Forgery (CSRF) ➢ Using Components with Known Vulnerabilities ➢ Under-protected APIs	**Once in a year** (Conduct of Audit & Compliance Review)
4	Process audit	Process audit is to be conducted for Data Centre, DR Centre any critical location where bank's critical infrastructure is hosted.	➢ Physical/ Logical security of infrastructure ➢ Various controls deployed to safeguard the physical assets ➢ Various process adopted to perform day to day critical activity like data backup, restoration ➢ Licensing checking of all the critical systems like OS, database, web servers, IOs. ➢ Signature/patch deployment on critical asset like firewall/ IPs/ IDs / iOS / OS and database systems ➢ End to End Process Audit should be covered	**Once in a year** (Conduct of Audit & Compliance Review)
5	Network Audit	Network design of critical architecture and infrastructure performance controls shall be reviewed.	To be discussed with network and IT security business owner, and updated network diagram to be taken to deeply study the flow of traffic. Please also refer to Section II - CONTROLS TO BE COVERED UNDER AUDIT AREAS/UNITS (Point no. 4 – Network Audit) of this document.	**Once in a year** (Conduct of Audit & Compliance Review)
6	Firewall Rule base Review	It can be considered as Vulnerability assessment (VA) testing, all the configuration output of the firewall policy to be captured and to be studied policy wise manually or using the tools, so that any mis-configuration residing which may be mitigated.	Auditor has to study the current configuration by individual logging into the firewall system or take the configuration output from at backend for analyzing. Auditor should give Suggestion on removing archaic rules to avoid clogging of the firewall	**Half-yearly** (Conduct of Audit & Compliance Review)
7	Source Code Audit	Source code audit review of in-house developed packages and Version Control. Source code for UPI/IMPS/Mobile Banking/m-Passbook/UCO secure/UCO Pay+ **For outsourced software, assurance shall from respective vendors** regarding source code audit compliance in the form of Audit Certificate from respective vendors.		**Once in a year** (Conduct of Audit & Compliance Review)

8	Database Audit	For detail refer to Section II – CONTROLS TO BE COVERED UNDER AUDIT AREAS/UNITS (Point no. 3 – Database Audit) of this Document.	**Once in a year** (Conduct of Audit & Compliance Review)
9	Forensic Audit	In case of any incident / cyber-attack / hacking etc. No. of man-days will be negotiated with the selected bidder. Man-day price already finalized in Commercial Bid (Annexure – XX)	As and when required
10	Cyber Security Framework	As per Cyber Security Policy of the bank	One time
11	KPI-KRI	As prepared by CISO	One time
12	Other audit man-day cost	Audit for any future requirements during the contract period	Price has been finalized in Commercial Bid (Annexure – XX) for 200 man-days. If the man-days mentioned get exhausted, then the selected bidder has to keep the man-day cost valid for other audits for an additional 50% of the mentioned man-days.

VII. GENERAL GUIDELINES FOR AUDIT

a) The Audit should be conducted only by experienced, skilled and certified Auditors.

b) External Penetration Testing/ Vulnerability & Threat Assessment etc. and other critical audit activities must be conducted only by highly skilled and experienced ethical hackers/auditors.

c) External Penetration Testing/ Vulnerability & Threat Assessment etc. or any Audit activity should not disrupt Bank's services.

d) The auditor has to take prior approval of proposed Test cases from the Bank before any testing.

e) Destructive Test cases should not be selected for External Penetration Testing/ Vulnerability & Threat Assessment etc.

f) All Audit activities must comply with all prevalent Statutory and Regulatory Guidelines, Laws, Bye-Laws, Rules, Regulations, Notifications etc.

g) During the course of the audit, if the Auditor observes any major deficiencies, he should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The Auditor should also discuss with, guide/help the Bank staff in implementation of critical and important suggestions.

VIII. AUDIT FINDINGS, REPORTS & DELIVERABLES

In respect of the security audit assignment proposed by the bidders, they must submit to the bank the methodology, tools & techniques, as well as Interim and end-of-audit Reports (Executive Summary, Detailed technical findings, Recommendations etc.) for each of the major segment covered under the scope of work under the RFP.

The broad deliverable types are given below:

Sl. No	DELIVERABLES	DELIVERABLE TYPE
1	Audit Plan for conduct of Audit Units under IT Universe/Scope of Work should be prepared in consultation with the bank before conduct of audit of a particular Type of Audit.	Service & Documentation
2	Risk Matrix of all the Information Systems (Audit Units) of the Bank mentioned under Section V (AUDIT PHASES AND SCHEDULE) mentioned above, based on Risk Analysis along with the Gap Analysis document as per the guidelines issued by RBI, Govt. of India & other regulatory authorities. (Hard & Soft copies). All audit units to be risk rated as either Critical Risk, High Risk, Medium Risk or Low Risk)	Service & Documentation
3	Finalization and submission of Check Lists for Individual Audit Units in consultation with the Bank	Service & Documentation
4	Conduct of IS Audit as per the scope	Service
5	IS Audit Report (Preliminary Draft & Final) (Hard & Soft copies), including Review Report.	Documentation
6	A presentation to the targeted group of officials of the Bank, broadly explaining the ➢ methods of assessment followed, ➢ weaknesses / vulnerabilities observed, and ➢ Recommended course of action for rectification The IS Auditor must also provide Technical assistance in compliance of VA/PT/Firewall rule base/Network Architecture Review etc. as required/ desired by bank.	Service & Documentation
7	Post Compliance review cum closure report. Compliance Certificate and Closure Certificate. (hard & soft copies)	Documentation

Upon successful delivery of all the deliverables and closure of all the three phases (Section V – AUDIT PHASES AND SCHEDULE mentioned above) of the **audit Round**, Bank will issue Audit Completion Certificate (ACC) for the particular year to the vendor.

A. IS AUDIT REPORT

i. **Broadly, the IS Audit Report for each application (refer Scope of Work mentioned above for list* of application) should contain the following points**:

(the list may increase as per banks requirement)*

a) Identification of Auditee (Address & contact information), Dates and Location(s) of audit, Terms of reference (as agreed between the Auditee and auditor), including the standard for audit, if any, Audit plan, Explicit reference to key Auditee organization documents (by date or version) including policy and procedure documents, Additional mandatory or voluntary standards or regulations applicable to the Auditee.

b) Personnel involved in the audit(The auditors conducting audits should be having the requisite qualifications as mentioned in the eligibility criteria)

c) Report on audit covering compliance status of the previous IS Audit.

d) Risks associated with Gaps, deficiencies, vulnerabilities and Analysis of the same.

e) Detailed report of network, application audit including VAPT with recommendations and suggestions.

f) Summary of audit findings including identification tests, tools used, results of tests performed during IS Audit and recommendations for corrective action.

ii. In case of VA/PT, IP-wise/application-wise/location-wise reports are desired and the same should be provided in soft copy in excel sheet. For hard copy, Location-wise, Application-wise, IP-wise observations should be provided.

iii. For Network architecture Review & Firewall Rule base Review, a separate report may be provided.

Both the preliminary draft and final Audit report should contain the following sections:

1. Executive Summary

a) An executive summary of the Audit findings should form a part of this section.

2. Detailed findings

a) The detailed findings of the IS Audit would be brought out in this report viz. identification of flaws/ gaps /vulnerabilities in the systems (specific to equipments/resources – indicating name and IP address of the equipment with Office & Department name), identification of threat sources, identification of Risk, Identification of inherent weaknesses, details of Servers/Resources affected etc.

b) Report should classify the Audit Units into Critical / Non Critical category and assess the category of Risk Implication OF Audit Observations as CRITICAL/HIGH/MEDIUM/LOW risk based on the impact. The various checklist formats, designed and used for conducting the IS Audit as per the scope, should also be included in the report separately for Servers (different for OS, RDBMS, network equipments, security equipments etc.), so that they provide minimum domain wise baseline security standard /practices to achieve a reasonably secure IT environment for technologies deployed in Bank. The Reports should be substantiated with the help of snap shots/evidences /documents etc. from where the observations were made.

3. Critical Analysis & Recommendation

a) The findings of entire IS Audit Process should be critically analyzed and controls should be suggested as corrective / preventive measures for strengthening / safeguarding the IT assets of the Bank against existing and future threats in the short / long term.

b) All observations/recommendation should have specific references to standards, guidelines and industry best practices along with detailed analysis and justification.

c) Report should contain recommendations for improvement in the systems wherever required along with alternate solutions (clearly mentioning the steps for implementing the recommendations for closure), if recommendations could not be implemented due to technical feasibility/business constraint. Also recommendations should be as per the industry best practices, standards, guidelines etc.

All the IS Audit reports (Hard & Soft copies) should be submitted in English only.

a) **HARD COPY**: Neatly and robustly bound on good-quality paper of A-4 size.

b) **SOFT COPY**: CD/DVD containing the IS Audit reports in MS-Word/MS-Excel/PDF formats should be necessarily password protected/encrypted.

B. Presentation to the Targeted Group:

Before presenting the report after each stage of assessment, a presentation must be made to the targeted group of officials of the Bank, broadly explaining the methods of assessment followed, weaknesses/vulnerabilities observed, and recommended course of action for rectification

The selected bidder should also provide the customized material (PPT/ANIMATED/PDF etc.) in a precise and lucid manner for circulation in the Bank, so that it creates awareness about the information security and audit among the employees of the Bank.

PART – V

1. Order details

The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule of Implementation

Details have been mentioned in Scope of Work (Part – IV).

3. Preliminary Scrutiny

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

4. Single Point of Contact

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

5. 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:

a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
b. Principal to treat all bidders with equity and reason
c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally

d. Bidders not to enter into nay undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
e. 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.
f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
h. 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) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – XIV** for strict compliance.
i. All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

6. Independent External Monitor (s)

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.

i. Shri S. R. Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

ii. Ms. Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

a. The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses

of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – XIV.

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

7. Performance Bank Guarantee

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

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

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

8. Taxes

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

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

9. Confidentiality and Secrecy

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

document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

10. Award of Contract

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. Selection will be based on H-1 basis defined in Part – III (Evaluation Methodology). Bank will award the contract as per **Selection Process and Evaluation Criteria** given in this RFP and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late **acceptance** of the order by selected Bidder.

11. Price Validity

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

12. Terms of Payment

Payment Terms per Audit Round is given below:

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

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

13. Paying Authority

The payment will be made by UCO Bank, Head Office – 2, DIT. 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.

14. Cancellation of Contract & Realization of Compensation

The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:

i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
ii. The bidder goes into liquidation voluntarily or otherwise.
iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
v. If deductions on account of liquidated damages exceed more than 10% of the total order price.
vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
ix. Non-compliance of the scope of the job.
x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.

xi. On the events of data piracy / privacy / system failures / security failures.

15. Notices

a. Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.
b. Any notice or other communications shall be deemed to have been validly given on date of delivery if hand-delivered & if sent by registered post than on the expiration of seven days from the date of posting.
c. The purchase order is being sent in duplicate. Please acknowledge the same and return one copy to us duly signed by you in token of having accepted the purchase order.

16. 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.

17. 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 upto 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.

18. 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.

19. Contract Period

Period of the contract is 02 years from the date of issuance of Purchase Order. However, Bank may extend the contract period for further 01 year on existing terms & conditions. The commercials quoted by the bidders should be valid for a period of 03 years (36 months) from the date of issuance of Purchase Order.

20. 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.

21. Acceptance Testing

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

22. 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:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- 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.

- 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.

23. Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

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

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

24. 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.

25. Privacy & 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.

26. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

27. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Selection & Empanelment of Information Systems Auditor. All hardware and software must be supplied with their original and complete printed documentation.

28. Resolution of Disputes

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:

a. 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.

b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 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.

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 30 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.

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 or arising out of the Contract/Service Level 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.

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, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

29. Exit Option and Contract Re-Negotiation

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

30. Signing of Contract

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

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

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

31. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

32. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

33. Termination

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
b) The selected bidder goes into liquidation, voluntarily or otherwise.
c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or

similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.

h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

34. Termination for Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

35. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will 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.

36. 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.

37. 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.

38. Compliance With Applicable Laws of India

i. 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.

ii. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

iii. If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this

Agreement by giving not less than one month notice in writing.

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

v. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

vi. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

vii. The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/

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.

39. 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.

40. 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.

41. 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).

42. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

a. IP Infringement indemnity.
b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate

value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

Annexure – I

Tender offer forwarding letter

RFP Ref No.: DIT/BPR & BTD/OA/3084/2019-20 Date: 07.09.2019

To,
The Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir,

Sub: Your RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering)

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **Selection & Empanelment of Information Systems Auditor (Re-tendering)**, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence our work for the subject RFP as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking **Selection & Empanelment of Information Systems Auditor (Re-tendering)**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 03 years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

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

We enclose the following Demand draft(s)/Bank Guarantee:

1. DD No. xxxx dated xx.xx.2019 for Rs.20,000/- (Rupees Twenty Thousand Only) as Cost of RFP Document &
2. BG No. xxxx dated xx.xx.2019 for Rs.5,00,000/-(Rupees Five Lakh Only) as EMD.

Dated this day of 2019
Signature:
(In the Capacity of)
Duly authorized to sign the tender offer for and on behalf of

Annexure - II

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. Major change in Management in last three years
6. Names of Banker /s

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

	2016-17	2017-18	2018-19
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. 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 Organization	Description of application	Period during which installed (last 5 Years)	
			From	To

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

Place: **Authorised Signatory**

Date: **Name:**

Designation:

Annexure – III

Format of Bank Guarantee (EMD)

To
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector-I,
Salt Lake, Kolkata – 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering), M/s _____having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection & Empanelment of Information Systems Auditor (Re-tendering) and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.5,00,000/- (Rupees Five Lakhs only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.5,00,000/- (Rupees Five Lakhs only).

2. This Bank Guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____day of _____at ___.

Yours faithfully,
For and on behalf of
_____ Bank.

Authorised Official

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

Annexure – IV

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata – 700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s**_____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ….dated……. issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ……. In pursuance of Request For Proposal no……..dated…… , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs……(Rupees……Only).We,…… ……..[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of …….. [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs……..against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.

2. We …… [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability

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

4. We, ……[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ……..(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We …… [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.

7. We, …… [indicate the name of Bank ISSUING THE GUARANEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs…….. (Rupees……) Only.

b. This Bank Guarantee shall be valid upto ……and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(date of expiry of Guarantee including claim period).

8. Dated the …… day of …… for ..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

NOTE:

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Annexure –V

Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this _____ day of _____ 2019

Signature

(Company Seal)

_____

In the capacity of
Duly authorized to sign bids for and on behalf of:

Annexure-VI

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,
The Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata – 700064.

Dear Sir(s),

Sub: RFP for Selection & Empanelment of Information Systems (Re-tendering)
RFP Ref No. DIT/BPR & BTD/OA/3084/2019-20 Date: 07.09.2019

a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
c. Further we 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.
d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
f. (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

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

Annexure - VII

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, BPR & BTD),
UCO Bank, Head Office – II,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064.

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/3084/2019-20 Date: 07.09.2019 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

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

Dated this _____ day of _____, 20 _____ .

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

Annexure – VIII

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

To,
Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages
Ref: RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering)
(RFP Ref No. DIT/BPR & BTD/OA/3084/2019-20 Date: 07.09.2019)

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

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

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

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

Yours faithfully,
Authorised Signatory
Designation
Bidder's corporate name
Place:
Date:

Annexure – IX

Undertaking Letter on the vendor's letterhead for GST Law

To,
The Deputy General Manager,
DIT, BPR & BTD,
Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: Your RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering)

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

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

Yours faithfully,

For……..
Designation:
(Signature and seal of authorized person)

Bidder's corporate name:
Place:
Date:

Annexure –X

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

To,
The Deputy General Manager,
DIT, BPR & BTD,
UCO Bank, Head Office,
5th Floor, 3&4, DD Block, Sector – I,
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Selection & Empanelement of Information Systems Auditor (Re-tendering)

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

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

Yours faithfully,

For……..

(Signature and seal of authorized person)

Place:
Date:

Annexure – XI

Undertaking for No Deviation

To,
The Deputy General Manager,
DIT, BPR & BTD,
UCO Bank, Head Office,
5th Floor, 3 & 4, DD Block, Sector – I,
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering)

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

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

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, networth etc.)

	2016-17	2017-18	2018-19
Turnover			
Profit / Loss			
Networth			

Annexure – XIII

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

To be e-mailed in .doc format only

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Annexure – XIV

PRE-CONTRACT 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 procure (Selection & Empanelment of Information Systems Auditor) hereinafter referred to as Stores and / or Services.

And

M/s_____ 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 supply / purchase / etc. of Selection & Empanelment of Information Systems Auditor 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) (IEM) 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).

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

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

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /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. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

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

11.2 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.

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

11.4 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.

11.5 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.

11.6 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.

11.7 The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. 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.

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

14.2 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 .

14.3 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.

15 Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 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.

15.3 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.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. 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.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact.

BUYER	**BIDDER /SELLER**
Signature:	**Signature:**
Authorized Signatory	**Authorized Signatory (*)**
Department of IT	
Place:	
Date:	
Witness:	**Witness:**
(Name & Address)	**(Name & Address)**

Annexure – XV

NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this …. day of…….. 2019

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 RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering) as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/3084/2019-20 Date: 07.09.2019. 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 RFP for Selection & Empanelment of Information Systems Auditor (Re-tendering).

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:

1. 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.

2. 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.

(c) 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;

(c) 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;

(e) 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.

5. Return of Confidential Information. All Confidential Information and copies and extracts 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.

6. 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.

7. 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.

8. 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.

9. Arbitration and Equitable Relief.

(a) 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.

(c) 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.

(a) 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.

(c) 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.

(e) 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: _____	Signature: _____

Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

Annexure – XVI

ELIGIBILITY COMPLIANCE

Sl. No.	Criteria	Proof of documents to be submitted	Bidder's Compliance (Yes / No)
1	Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956 / 2013 / a partnership firm registered under LLP Act for the last 3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur should be categorized as MSME as on RFP submission date. The bidder should not be a subsidiary of a foreign company.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted. In case of LLP / partnership firms, a Deed of Partnership should be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.	
2	The bidder submitting the offer should have net profit for the last two financial years i.e. 2017-18 & 2018-19.	Copy of the audited balance sheet and Profit & Loss statements, Certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, networth and turnover of the company for the last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.	
3	The bidder should have a minimum annual turnover of Rs.2 Crores per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.		
4	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 / DISA (certificate issued by ICAI) / CISSP / CISM / ISO 27001 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 – XXI format. Respective professional certificates to be submitted.	
5	The bidder should have Banks / Financial Institutions as their clients	Documentary proof must be provided as per	

	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 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 The experience in aforesaid areas can be split across multiple Public / Private Sector Banks also.	format given in Annexure along with copies of Work Order along with completion certificate.	
6	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 RFP submission date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.	Documentary evidence to be submitted by the bidder as per Annexure – XVIII. 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	Bidder should not have been debarred / black-listed by any Public Sector Bank/ICAI as on date of bid submission.	Self-declaration to that effect should be submitted on company letter head.	
10	The bidder should be an empanelled Security Auditing Firm with CERT-IN as on RFP publication date and also during the course of Audit.	Copy of valid CERT-IN certificate	
11	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.	

Note: In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

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.

Annexure - XVII

Technical Specification

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

Sl. No.	Particulars	Compliance (Yes/No)
1	The bidder has at least 10 resources on its payroll having requisite experience of conducting any areas of the Audit as per the scope of RFP. The auditing team should be a mix of (CISA or DISA) and (CISSP or CISM) and CEH certified (Certificate to be valid as on date) required to conduct IS audit as per the Scope. ➢ The list of the Audit Team members to be enclosed in **Annexure – XXI.** ➢ CV of Core Audit team members for UCO Bank to be enclosed in **Annexure XXII.**	
2	The Core Team/Resources earmarked for conducting audit for UCO Bank must have experience in relevant fields covering the Scope of Work for at least 2 years.	
3	At least one auditor who is earmarked for Conducting audit for UCO Bank, for any area of the Scope of audit of the RFP must be a **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 RFP	
6	The bidder/auditor to be deployed for UCO Bank must have at least two years' experience in conducting Application Audit as per the Scope of this RFP	
7	The bidder/auditor to be deployed for UCO Bank must have at least two years' experience in conducting VA/PT & Threat Assessment as per the Scope of this RFP	
8	The bidder/auditor to be deployed for UCO Bank must have at least two years' experience in conducting Process, Site & Infrastructure Audit as per the Scope of this RFP	
9	The bidder/auditor to be deployed for UCO Bank must have at least two years' experience in conducting Operating System (OS) Audit as per the Scope of this RFP	
10	The bidder/auditor to be deployed for UCO Bank must have at least	

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

Technical Bill of Material

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

Annexure – XIX

Masked Commercial Bid Format

(To be submitted along with Technical Bid Envelope)

Table A: Items for which auditing is required regularly

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

	(Inclusive of all fees & expenses) (approx. 30 IPs/URLs)		of Audit & Compliance Review)				
6	Fees for Vulnerability Assessment and Core Firewall, Router and Switch Rule base defined under **Scope of Work** in the RFP (Inclusive of all fees & expenses) (approx. 400 Servers/Devices)	xx	**2 (Half Yearly -** Conduct of Audit & Compliance Review)	xx	xx	xx	xx
7	Source Code Audit As per the scope	xx	**1 (Once in a year -** Conduct of Audit & Compliance Review)	xx	xx	xx	xx
8	Database Audit (All Major Applications listed in the Scope of Work) (approx. 25 to 30)	xx	**1 (Once in a year -** Conduct of Audit & Compliance Review)	xx	xx	xx	xx
9	**Total Cost** (1+2+3+4+5+6+7+8) (in figures)	--	--	--	xx	--	--
10	**Total Cost** (1+2+3+4+5+6+7+8) (in words)	--	--	--	xx	--	--

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

Sl No	Particulars	Amount including all expenses excluding GST (A)	GST as per the current rate applicable (B)	Amount (C) = (A)+(B)
1	Forensic Audit for 100 man-days	xx	xx	xx
2	Cyber Security Framework(One Time)	xx	xx	xx
3	KPI-KRI prepared by CISO	xx	xx	xx
4	Migration Audit (One Time)	xx	xx	xx

5	Other Audit Man-day cost for 200 man-days	xx	xx	xx
6	**Total Cost** (1+2+3+4+5) (in figures)	xx	--	--
7	**Total Cost** (1+2+3+4+5) (in words)	xx	--	--

Table – C: TCO Calculation

Sl No	Particulars	Amount including all expenses excluding GST (A)
1	Total Cost of Table A (Sl No. 9 of Table A)	xx
2	Total Cost of Table B (Sl No. 6 of Table B)	xx
3	**TOTAL COST OF OWNERSHIP (TCO in figures) (Sl No. 1 + Sl No. 2)**	**xx**
4	**TOTAL COST OF OWNERSHIP (TCO in words) (Sl No. 1 + Sl No. 2)**	**xx**

The above quotation is subject to the following considerations:-

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

j) Providing commercial proposal in other than this format may lead to rejection of the bid.

k) The fees amount submitted against each line-item will be frozen for three years (period of empanelment).

l) For calculation of TCO, Forensic Audit cost for 100 man-days is included. However, payment will be made on the actual no. of man-days incurred.

m) If the man-days mentioned in point no. 5 of the above table B get exhausted, then the selected bidder has to keep the man-day cost valid for other audits for an additional 50% of the mentioned man-days.

Place: **Signature of Bidder:** _____

Date: **Name:** _____

Business Address: _____

Annexure – XX

COMMERCIAL BID

(To be submitted along with Commercial Bid Envelope only)

Table A: Items for which auditing is required regularly

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

	Scope of Work in the RFP (Inclusive of all fees & expenses) (approx. 30 IPs/URLs)		**-** Conduct of Audit & Compliance Review)				
6	Fees for Vulnerability Assessment and Core Firewall, Router and Switch Rule base defined under **Scope of Work** in the RFP (Inclusive of all fees & expenses) (approx. 400 Servers/Devices)		**2** (**Half Yearly -** Conduct of Audit & Compliance Review)				
7	Source Code Audit As per the scope		**1** (**Once in a year -** Conduct of Audit & Compliance Review)				
8	Database Audit (All Major Applications listed in the Scope of Work) (approx. 25 to 30)		**1** (**Once in a year -** Conduct of Audit & Compliance Review)				
9	**Total Cost** (1+2+3+4+5+6+7+8) (in figures)	--	--	--		--	--
10	**Total Cost** (1+2+3+4+5+6+7+8) (in words)	--	--	--		--	--

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

Sl No	Particulars	Amount including all expenses excluding GST (A)	GST as per the current rate applicable (B)	Amount (C) = (A)+(B)
1	Forensic Audit for 100 man-days			
2	Cyber Security Framework(One Time)			

3	KPI-KRI prepared by CISO			
4	Migration Audit (One Time)			
5	Other Audit Man-day cost for 200 man-days			
6	**Total Cost** (1+2+3+4+5) (in figures)		--	--
7	**Total Cost** (1+2+3+4+5) (in words)		--	--

Table – C: TCO Calculation

Sl No	Particulars	Amount including all expenses excluding GST (A)
1	Total Cost of Table A (Sl No. 9 of Table A)	
2	Total Cost of Table B (Sl No. 6 of Table B)	
3	**TOTAL COST OF OWNERSHIP (TCO in figures) (Sl No. 1 + Sl No. 2)**	
4	**TOTAL COST OF OWNERSHIP (TCO in words) (Sl No. 1 + Sl No. 2)**	

The above quotation is subject to the following considerations:-

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

w) Providing commercial proposal in other than this format may lead to rejection of the bid.

x) The fees amount submitted against each line-item will be frozen for three years (period of empanelment).

y) For calculation of TCO, Forensic Audit cost for 100 man-days is included. However, payment will be made on the actual no. of man-days incurred.

z) If the man-days mentioned in point no. 5 of the above table B get exhausted, then the selected bidder has to keep the man-day cost valid for other audits for an additional 50% of the mentioned man-days.

Place: **Signature of Bidder:** _____

Date: **Name:** _____

Business Address: _____

Annexure - XXI

Profile of the proposed Core Audit Team for this assignment

(RFP REF NO: DIT/BPR & BTD/OA/3084/2019-20 Date: 07.09.2019 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)

Annexure – XXII

CV of Core Audit Team Member

(RFP REF NO: DIT/BPR & BTD/OA/3084/2019-20 Date: 07.09.2019 for IS Audit)

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

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