



INVITATION FOR
EXPRESSION OF INTEREST
FOR
EMPANELMENT OF INFORMATION SYSTEM AUDITORS &
IT / CYBER SECURITY SERVICE PROVIDERS

Ref No : IB:CO:INSP:ISAC: 4 / 2019-20

Indian Bank
Information Systems Audit Cell
Inspection Department, Corporate Office
254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
E-mail: isaudit@indianbank.co.in
Website: www.indianbank.in

SCHEDULE OF EVENTS

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion, should the need arise. Changes to the timeframe will be published in the Bank's website.

Porting of EOI in Bank website	22/11/2019
Date of pre-response (pre-bid) Meeting	03/12/2019 (Venue/Date/Time will be published in the Bank's website)
Last Date for submitting queries (only through email)	04/12/2019 18:00 hrs
Last date and Time for submitting EOI	27/12/2019 17:00 hrs
Date and Time of Opening of EOI responses	27/12/2019 (Venue/Date/Time will be published in the Bank's website)
Cost of EOI Document	Rs 5,000/- (Rupees Five thousand only) The cost is Non-refundable.
Place of Opening EOI responses	Indian Bank Corporate Office, No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
Address for communication and submission of response	Assistant General Manager Indian Bank Corporate Office, Inspection Department No.254-260,Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
Contact No.	044-28134468/25279840
Email	isaudit@indianbank.co.in

In case scheduled dates fall on a public holiday, the same will be extended to the next working day.

All dates mentioned above are tentative dates and the Applicant acknowledges that it cannot hold the Bank responsible for breach of any of the dates.



ABOUT THE BANK

Indian Bank (hereinafter referred as "Bank") is a premier Nationalised Bank with over 2924 Branches and having a business of over Rs. 4,00,000 Crores. The Bank is a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. Bank has implemented Core Banking Solution and has issued Debit Cards, Credit Cards, RuPay cards and Exclusive Credit Card "Bharat Card" for common man – first of its kind in the Banking industry. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments. The organizational structure of the Bank consists of three tiers, Corporate Office (CO), Zonal Offices (ZO) and Branches. The bank is having a customer base of 500 lakhs and volume of transactions to the tune of 50 lakhs financial transactions per day with peak time up to 120 lakhs and is expected to increase by 20-25 % per year. Bank has been certified with ISO27001:2013 standard for Information Systems & Security processes and is amongst very few Banks certified worldwide.

PURPOSE

The Bank invites Expression of Interest from reputed eligible CERT-IN certified Companies / LLPs / Firms who have proven experience in the field of audit / consultancy related to Information Security, Information Technology (IT) / Information System (IS) Audit, reviews including assessments with regard to international best practices / standards/ frameworks (such as COBIT/ ISO27001 / ITIL / ISO22301 etc.), to conduct Vulnerability Assessment & Penetration Testing of critical Network Devices, Security Devices, Servers, Applications, Databases and Public facing Applications of the Bank / Source code audit / IT Process Audit / Review of IT General Controls / Incident Analysis / Root Cause Analysis and to make appropriate recommendations.

VALIDITY OF THE PANEL

The panel once formed, will remain valid for a period of 3 years, in normal course, subject to

- 1) the audit organizations continuing to be on the panel of approved auditors released by CERT-In.
- 2) satisfactory performance of the panel which will be reviewed by the Bank on annual basis.



BROAD AREAS FOR IS/ITAUDIT

Bank intends to have an Empanelment of Information System Auditors (IS Auditors) / Information Technology / Cyber Security Service Providers (ITCSSP) for providing various services and activities related to Information Systems Audit, Information Technology/Cyber Security Services and Secure Coding Practices & standards for the Bank.

INDICATIVE SCOPE -

The indicative scope of services / consultations required from the panel vendors may include any or multiple services given broadly as under.

- Vulnerability Assessment, Penetration testing (VA & PT)
- General Process Audit, IT General Controls Audit, Domain/Channel Process Audit
- Web and Application Audit / Security
- Source Code Review
- Information Security Awareness
- Information Technology Governance and IT Risk Management
- Technical standards creation & Creation of Standard Operating Procedures (SOPs)
- Network Architecture Review and Security
- Review of IS/IT Policies (including Information Security Policy/policies), processes, procedures and IT/IS controls for their adequacy and effectiveness vis-à-vis frameworks/standards such as COBIT, COSO, ITIL, ISO 27001, etc.
- Review of Baseline security hardening configuration vis-à-vis industry best practices pertaining to servers/database / firewall / network devices
- Backup and Storage Management, Performance Audit, Capacity Planning
- BCP / DRP - policies and their implementation, including review.
- Mobile Applications Protection
- Threat Modeling for various Software/ App Development
- Incident / Forensic Analysis
- Cyber law Consultancy / audit
- PCI-DSS Services' audit - compliance to standards
- Training on security policies to Bank staff on periodical basis.

The above is an indicative scope only and may vary from assignment to assignment as per the requirement of the bank.

The audit organisation shall conduct the audit in the premises of the bank for all non-internet facing applications.



INDICATIVE DELIVERABLES -

- a. Auditors shall submit Audit Plan, procedures and methodology for each component of Security audit. The entire process of audit to be completed as mutually agreed.
- b. The audit of the web applications shall be in line with compliance to OWASP and/or any other globally accepted Application Security Framework.
- c. Information Security Auditor to discuss immediately with the auditee the vulnerabilities/risks identified along with their recommendations/suggestions/ways for mitigating them.
- d. Auditors to assist the auditee department in rectification of vulnerabilities/ risks identified if any. Compliance audit of Servers, web-application and source code is to be conducted along with retesting until full remediation which may involve multiple iterations.
- e. The interim report should provide details of gaps observed, vulnerabilities found and recommendations to address the same. Auditors shall also include the details of test conducted along with methodology, screen dumps of testing and testing reports.
- f. Auditors to ensure submission of all audit reports, interim and final as required, in the format acceptable to the Bank. Reasonable assurance for each of the areas mentioned in the scope of audit and Risk analysis shall be provided by the Security Auditor explicitly in their reports. Auditors shall provide relevant recommendations to mitigate the risk including references to circulars/documentation and supporting Security/administrator Handbooks.
- g. Audit report shall be provided to the bank with one report for an asset and the results of the audit of multiple assets shall not be clubbed together. The reports submitted on Vulnerability assessment and Penetration Testing observations should be for each IP Address/URL and should mention the details of the application audited, physical location, details of the auditee, etc. as required by the bank.
- h. The application security audit report may contain 'best practices on secure coding' as this will help the application developers of the bank to adhere to the best security practices.



- i. In case of VAPT, only licensed tools have to be utilised and each audit report shall include the details of tools utilized, version of the tools, license, etc. along with a declaration / confirmation that the tools used are free from any malicious code & malwares and are updated with latest patches released by the OEM and the latest vulnerabilities notified by Market Intelligence sources. Necessary licenses for tools, required to conduct the Vulnerability Assessment / Penetration Testing/Code Scan/Code Review etc. shall be available with the audit organization.

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA: Only Companies/LLPs/Firms with CERT-In Certification are required to apply. On expiry of the validity during the three year period, the renewal certificate (or any other documentary evidence to prove the extension of validity of the certificate) should be submitted within 1 month from the date of expiry to ensure continuation of the empanelment. In other words, at any point of time during the period of empanelment, the audit organisation should have valid Cert-In certificate or confirmation of extension. If the audit organization becomes CERT-In certified subsequently, they may apply for empanelment however, subject to fulfilment of the other eligibility criteria. Their empanelment would be co-terminus with the overall panel-validity of three years set initially at the time of formation of the panel.

Bank may, at any point of time within the three year period, may again call for EOI from CERT-IN Certified Audit Organisations with similar terms and / or revised terms at its own discretion to include additional audit organisations. However the validity of their empanelment shall be co-terminus with the overall panel validity of three years set initially at the time of formation of panel.

Applicants who are not empanelled with CERT-In or have been blacklisted / barred / disqualified by any regulator / statutory body or the Applicant is otherwise involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which may lead to legal action, are barred from being considered for empanelment, hence they need not apply and no further correspondence shall be made with them. If such incident comes to light post empanelment, the audit organization shall cease to exist in the Bank's Panel.



SN	Eligibility Criteria	Proof to be enclosed
1.	The Applicant should be a Company registered under Companies Act, 1956/2013 or LLP registered under Limited Liability Partnership Act, 2008 or Partnership Firm registered under Indian Partnership Act, 1932 and should have been operating for at least five years in India as on 30.06.2019.	Copy of Certificate of Incorporation, Memorandum and Articles of Association and / or Copy of Registered Partnership Deed
2.	The applicant should have been included in the latest panel of Information Systems Auditors maintained by Computer Emergency & Response Team, India [CERT-IN] as on date.	Copy of certificate
3.	The applicant should have positive net worth in each of the last three financial years of the applicant.	Certificate from the Chartered Accountant
4.	The applicant should have minimum annual turnover of Rs. 1 crore from Information Security audit activities in each of the last three financial years	Certificate from the Chartered Accountant with break-up of earnings from IS audit
5.	The applicant should be profit making in the last three financial years of the applicant.	Copies of Audited Financial Statements
6.	The applicant should have resources possessing sufficient domain and technical knowledge in respect of development, security and audit of banking applications including Mobile Banking applications. The audit organisation should have minimum two qualified professionals holding valid certification in CISA / CISM / CISSP / ISO 27001 (LA/LI) as partners/directors.	Declaration should be submitted in the prescribed format and curriculum vitae of the professionals to be attached.

	<p>In addition to this, audit organization should also have minimum fifteen staff with one or more of the following qualifications / Certifications.</p> <table><tr><td>I.</td><td>CISA</td><td>X.</td><td>SSCP</td></tr><tr><td>II.</td><td>CISM</td><td>XI.</td><td>Comp TIA</td></tr><tr><td>III.</td><td>CISSP</td><td>XII.</td><td>GIAC</td></tr><tr><td>IV.</td><td>ISO 27001 (LA/LI)</td><td>XIII.</td><td>CRISC</td></tr><tr><td>V.</td><td>C E H</td><td>XIV.</td><td>ECSA</td></tr><tr><td>VI.</td><td>COBIT Certificate Holder</td><td>XV.</td><td>OSCP</td></tr><tr><td>VII.</td><td>Certified PCI DSS professional</td><td>XVI.</td><td>ECIH</td></tr><tr><td>VIII.</td><td>CCNA / CCNP</td><td>XVII.</td><td>CPTE</td></tr><tr><td>IX.</td><td>CHFI</td><td></td><td></td></tr></table>	I.	CISA	X.	SSCP	II.	CISM	XI.	Comp TIA	III.	CISSP	XII.	GIAC	IV.	ISO 27001 (LA/LI)	XIII.	CRISC	V.	C E H	XIV.	ECSA	VI.	COBIT Certificate Holder	XV.	OSCP	VII.	Certified PCI DSS professional	XVI.	ECIH	VIII.	CCNA / CCNP	XVII.	CPTE	IX.	CHFI			
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7.	<p>In the last three years as on 30.06.2019, the Applicant must have carried out Minimum three comprehensive Security Review and Information Systems Audit and of the entire ICT of the organization including Data Centre, DR site, Enterprise Network, ATM switch, Net-banking, mobile banking, SWIFT etc. in any organization of which atleast two of them are Scheduled Commercial Banks having minimum of 200 branches each.</p>	<p>Letter of satisfactory completion specifying the nature and scope of audit.</p> <p>In case the completion letter contains inadequate information, Copy of Work Order or any other documentary evidence containing the required details, to be furnished.</p>																																				
8.	<p>In the last two years as on 30.09.2019, the Applicant must have successfully conducted minimum three IT General Security control audit / Application functionality & Process audit / Vulnerability Assessment and Penetration Testing of web applications, in any organization of which atleast two of them are Scheduled Commercial Banks having minimum of 200 branches each.</p> <p>These assignments should be exclusive of assignments handled as part of ICT in point 7 of Eligibility Criteria.</p>	<p>Letter of satisfactory completion specifying the nature and scope of audit.</p> <p>In case the completion letter contains inadequate information, Copy of Work Order or any other documentary evidence containing the required details, to be furnished.</p>																																				

9.	<p>In the last two years as on 30.09.2019, the Applicant should have conducted minimum three IT General Security control audit / application functionality and Process audit, Vulnerability Assessment and Penetration Testing of Applications relating to Mobile Banking/Mobile Payment Systems in any organization of which atleast two of them are Scheduled Commercial Banks having minimum of 200 branches each.</p> <p>These assignments should be exclusive of assignments handled as part of ICT in point 9 of Eligibility Criteria</p>	<p>Letter of satisfactory completion specifying the nature and scope of audit.</p> <p>In case the completion letter contains inadequate information, Copy of Work Order or any other documentary evidence containing the required details, to be furnished.</p>
10.	<p>The applicant should have the capability and willingness to deploy competent resources to carry out assignments, entrusted by the bank at Chennai or any other location as specified by the Bank, at short notice.</p>	<p>Declaration to be submitted in the prescribed format</p>
11.	<p>The applicants or their promoters or sister / group concerns should not be involved in any legal case that may affect the applicant's solvency / existence or in any other way affect the applicant's capability to provide / continue the services to the Bank.</p> <ol style="list-style-type: none"> 1. The applicant should also not be involved in any litigation / arbitration proceeding. 2. The applicant should not have been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Government Department / Statutory Body / Public Sector Undertaking / Public Sector Bank in India. 3. The name of the applicant or its promoter/partner etc. should not be in the defaulter/barred/caution list published/ displayed at web sites of public/ Autonomous bodies such as RBI/ IBA/ ECGC/SEBI/ICAI. 4. The applicant or its sister concern should not have been involved in any unlawful activity as 	<p>Self-Declaration / Certificate of Fair Practices Code in the prescribed format</p>

	per the laws of the land.	
12.	<p>Applicant or their subsidiaries/sister concerns</p> <ul style="list-style-type: none"> ➤ whose Partner/Director is a member of the Bank's Board. ➤ who have undertaken statutory audit of the Bank presently or in the last one year as on 31.03.2019. <p>shall not be eligible to participate in the EOI</p>	Self-Declaration in the prescribed format

Bank reserves the right to seek more information in due course, if considered necessary.

INSTRUCTIONS TO APPLICANTS FOR SUBMISSION OF EOI

1. The applicants are required to submit the documents sequentially arranged as given under "Document to be submitted as part of EOI" (in the specified formats provided).
2. The applicants are expected to read the instructions, forms, terms and specifications in the Invitation for EOI and its subsequent amendments, clarifications, if any. Failure to furnish all information required in the EOI documents may result in the rejection of its Proposal and will solely be at the applicant's own risk.
3. **PRE-RESPONSE (PRE-BID) MEETING:**
 - a. A pre-bid meeting is scheduled to be held at Indian Bank, Corporate Office OR Head Office on 03/12/2019 **as intimated in the Bank's website.**
 - b. The purpose of the pre-bid meeting is to clarify the doubts of the Applicants, if any.
 - c. In case the probable Applicant wants to participate in the Pre-bid Meeting to be held on the date specified in this Proposal, they should register themselves with the Bank by sending the cost of Proposal document i.e. Rs. 5,000/- (Rupees Five Thousand only) (Non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Applicants or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting.
 - d. Applicant is requested to submit any queries/clarifications to the Bank only through email specifically mentioning the clause, page no and the clarification sought.
 - e. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment(s) to the Proposal document, if any, will be ported in the Bank's website.



4. All EOI and supporting documentation shall be submitted in English.

5. COST OF EOI DOCUMENT/TENDER FEE :

- a. Applicants wanting to participate in the empanelment process should apply within the specified date/time along with a Demand Draft (DD) for Rs. 5,000/- (Rupees Five Thousand Only - non-refundable) in favour of Indian Bank payable at Chennai. EOI application submitted without the Demand Draft shall not be considered.
 - b. In line with extant Government guidelines, Micro and Small Enterprises are exempted from payment of cost of EOI document subject to submission of documentary proof for having registered with any of bodies specified by Ministry of Micro, Small and Medium Enterprises.
 - c. Applicants who have already participated in the EOI process, floated by the Bank for empanelment of IS Auditors in Aug 2019 and paid the tender fee of Rs 5,000/- are exempted from payment of tender fee for this EOI process.
 - d. Such Applicants who have submitted DD for attending pre bid meeting need not submit the DD for tender fee again, along with EOI Document.
6. **AUTHORIZATION TO PROPOSAL** - Responses submitted by an Applicant to this invitation for EOI represent a firm offer to contract on the terms and conditions described in the EOI document. The proposal must be signed by an official authorized to commit to the terms and conditions of the proposal. Applicant must submit the copy of power of attorney / authority letter as per **Document - B** authorizing the signatory to sign the Proposal, clearly identifying the full title of the designated official and providing a statement of commitment to the proposal.

7. DEADLINE FOR SUBMISSION OF PROPOSALS

- a. Deadline for Proposal submission is 27/12/2019 time 17:00 Hours. The Proposal document along with required enclosures should be submitted at the address mentioned below either in person or it can be sent by post but it should reach the concerned officer on or before 05.00 p.m. on 27/12/2019.

Assistant General Manager
Indian Bank Corporate Office,
Inspection Department
No.254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014



- b. In the event of the specified date for the submission of Proposals, being declared a holiday for the bank, the proposals will be received up to the appointed time on the next working day.
 - c. The bank may, at its discretion, extend this deadline for the submission of proposals by amending the Proposal documents, in which case all rights and obligations of the bank and applicants previously subject to the deadline, will thereafter be subject to the deadline as extended.
 - d. Any proposal received by the bank after the deadline for submission of proposal prescribed by the bank will summarily be rejected and returned unopened to the Applicant.
8. The application for empanelment with all necessary documents and annexure may be submitted as a single document (with no loose pages) within the timeframe.
 9. All the pages of the application and annexure should be properly indexed, serially numbered and each page should be affixed with name, seal and signature of the authorized signatory.
 10. The application may not be evaluated in case of non-adherence to the format or incomplete/ partial submission of details/ supporting documents as per the prescribed format. No further correspondence shall be entertained in this matter.
 11. Brochures /emails attachments shall not be considered for evaluation.
 12. No commercial Proposal / indication is to be submitted with EOI.

DOCUMENTS TO BE SUBMITTED AS PART OF EOI

Audit Organizations having the above required competencies may submit the EOI in a closed cover in the following manner.

Documents	Details	Whether enclosed (Y/N)
Doc-A	EOI Response Format in printed form - Covering Letter in Letterhead signed by Authorised Signatory (format attached)	
Doc-B	Letter of Authority / Power of Attorney for participation in the EOI (format attached) duly signed by an authorized official of the Applicant other than the official authorized.	
Doc-C	Contact Details of the applicant and single point of contact (format attached)	



Doc-D	Demand Draft for Rs. 5000/- favoring Indian Bank and payable at chennai	
Doc-E	Documentary proof of existence / Copy of Certificate of Incorporation / Memorandum and Articles of Association in case of company and Registered Partnership Deed in case of LLP/firm	
Doc-F	Documentary proof of Empanelment with CERT-In	
Doc-G	Certificate from Chartered Accountant regarding the Organization's net worth in the last three financial years of the applicant.	
Doc-H	Certificate from Chartered Accountant in respect of the annual turnover in the last three financial years of the applicant with break-up of earnings through IS Audit	
Doc-I	Audited Financial Statements for the last three financial years of the organization with Audit Report	
Doc-J	Declaration / Undertaking / Confirmation in respect of Professional Qualifications as detailed under "Eligibility Criteria" point 6 (format enclosed)	
Doc-K	Curriculum Vitae of the partner/director/employee with their qualifications / valid certifications in the prescribed format	
Doc-L	Declaration / Confirmation / Details in respect of work experience as detailed under "Eligibility Criteria" points 7, 8 and 9 (format enclosed)	
DOC-M	Documentary evidences such as copies of work orders and/or a letter of satisfactory completion specifying the nature and scope of audit to be attached.	
DOC-N	Self Declaration / Fair Practices Code Undertaking (format attached)	
DOC-O	Copy of Invitation for Expression of Interest along with amendments / clarifications, if any duly signed by the authorized signatory of the applicant in acknowledgement of the terms and conditions	

TERMS AND CONDITIONS

1. LIABILITIES OF THE BANK - This Expression of Interest (EOI) is not an offer by the Bank, but an invitation to respond to this EOI document. No contractual obligation on behalf of the Bank whatsoever shall arise from this EOI process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the applicant.
2. The Expression of Interest proposals shall be opened in presence of the applicant's representative who choose to attend the opening. The applicants' names, proposal modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at Proposal opening, except late Proposals, which shall be returned unopened to the Applicant.
3. Bank is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays.
4. Bank reserves the right to rescind / cancel the EOI process at any time, or reissue this EOI at its discretion by notifying in Bank's website, without thereby incurring any liabilities to the affected Audit Organization(s). Reasons for cancellation / reissue, as determined by the Bank in its sole discretion include but are not limited to, the following:
 - Services Contemplated are no longer required or not required immediately
 - Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments
 - The assignment is not in the best interest of the Bank
 - Any other reason
5. Bank also reserves the right to
 - amend / alter/ modify any/ some/ all of the requirements, as it may deem necessary either at its own initiative or in response to clarification sought by interested Applicants and notify the same on its website before the last date for submission of response under this EOI. All such amendments shall be binding on the Applicants.
 - modify or relax the eligibility criteria at any time, without assigning any reason, whatsoever.
 - change the dates mentioned in this EOI document, which will be notified on the Bank's website.
 - seek more information in due course, if considered necessary.
 - waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
6. The Audit organizations, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on



- the same subject made available to the recipient or to any of their authorized officer(s), including those which are provided by the Bank on its web-site.
7. The information provided by the Audit organizations in response to this EOI document will become the property of the Bank and will not be returned.
 8. Bank will not be liable for any costs incurred by the applicant in the preparation of the response to this EOI.
 9. Bank shall have the right to
 - o reject the EOIs not submitted in the prescribed format or incomplete in any manner or not containing sufficient information, in the view of the Bank.
 - o verify the validity of EOI information and reject any EOI where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI.
 - o accept or reject any or all EOIs without assigning any reason thereof and Bank's decision in this regard will be treated as final. EOIs may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the EOI process.
 10. Subject to any law to the contrary and to the maximum extent permitted by law, Bank and its Directors, Officers, Employees, Contractors, Agents, and Advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information contained in this EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of Bank or any of its Directors, Officers, Employees, Contractors, Agents or Advisors.
 11. This EOI is for empanelment only; Empanelment does not confer any rights on the audit organizations to be invited to participate further in the Bank's RFP process and receive assignments/jobs.
 12. The Empanelled Organizations will be approached, through bidding process, with scope of various Audits proposed by the Bank during the period of 3 years from the date of Empanelment. Bank reserves the right to call for quotation from all or selected audit organizations based on factors like the services required, expertise/resources of the audit organizations, etc.
 13. The Empanelled Organisation shall have to complete the assigned jobs within the time limits agreed upon with the Bank at the time assigning the job.
 14. The invitation for RFP / RFQ and/or allocation of assignments/jobs will be at the sole discretion of the Bank. It is also to be understood and agreed by the Audit Organization(s) that decision of the Bank regarding selection of the Audit Organization(s) for sending invitation for RFP/RFQ shall be final and binding on all concerned. No communication in this regard, verbal or written, will be entertained.



15. Bank reserves the right to limit the number of audits that can be concurrently executed by an audit organization for the Bank. The decision of the Bank will be final and binding on the Empanelled audit organizations.
16. The empanelled audit organizations shall ensure adherence to applicable codes of conduct and auditing standards with due professional care.
17. The empanelled audit organizations shall be required to enter into a contract with the Bank before undertaking any assignment. The empanelled audit organizations shall undertake to keep confidential all the information that they have access to during the course of their assignments within the Bank.
18. The empanelled audit organizations, who are entrusted with any assignment will be required to submit performance guarantee depending on the requirement of the Bank.
19. The Security Audit and IS Audit work has to be got done by qualified Professionals having requisite expertise in Information Systems and Security Audit. The assignment-wise scope of audit shall be provided at the time of calling for quote and should be completed as per requirement of the bank.
20. During the period of validity of empanelment, franchise of Information System Auditors / Sub-contracting will not be permitted under any circumstances. Further, the Audit Organization has to undertake not to deploy any professional, who was in the services of the Bank in the last 36 months prior to the date of accepting any audit assignment from the Bank.
21. The empanelled audit organizations shall be required to submit satisfactory documentary evidence for carrying out a background check on the personnel being engaged in audit assignment for the Bank and the personnel should submit Non-Disclosure Agreements prior to their deployment.
22. The empanelled audit organizations shall undertake to intimate the Bank immediately about any change/development in their organization, during the period of empanelment, relating to the requirements of this EOI, including but not limited to change in constitution, professional certifications and availability of professional resources.
23. The empanelled audit organizations shall undertake to inform Inspection Department of the Bank, before undertaking any other assignment /service to the Bank (other than those covered in this EOI) during the validity of the empanelment.
24. The empanelled audit organizations shall undertake to submit their annual audited balance sheet, immediately after its finalization, to the Bank during the validity of the empanelment .
25. The continued empanelment status of the empanelled organizations depends on the quality of service rendered by them and the extent of Bank's satisfaction.



26. Bank reserves the right at its discretion to review and delist any Audit Organisation from the Panel at any time, in case any of the following is observed during the validity of the empanelment
- the quotation / inquiry called for by the Bank is not responded on three occasions
 - the assignment is not performed / executed / completed as per the required standards and timelines agreed upon.
 - the audit report is not submitted with desired quality/coverage or has deficiency in reporting
 - any serious act of omission / commission is noticed in their functioning.
 - any system(s)/applications(s)/infrastructure that was subjected to VA/PT by the empanelled audit organisation, ceteris paribus, is found to have been compromised (including instances of near-miss) at a later date, apparently due to vulnerabilities that were not observed/highlighted on timely basis in the audit report.

The above list is not exhaustive and will include any other reasons which may be viewed as detrimental to the interest of the Bank, at the sole discretion of the Bank.

27. Bank reserves the right to call for additional information from the empanelled organisations at the time of annual review.

SCRUTINY OF APPLICATIONS

Only proposals from Applicants meeting the **eligibility criteria (as described in 'Eligibility Criteria' of the EOI Document)** and submitting complete and responsive Proposals will proceed to the stage of being fully evaluated and compared.

The evaluation procedures to be adopted for the EOI will be the sole discretion of the Bank and the Bank is not liable to disclose either the criteria or the evaluation report/ reasoning to the Applicant(s).

During the process of scrutiny, evaluation and comparison of applications, the Bank may, at its discretion, seek clarifications from the applicant/applicant's auditors/ applicant's clients based on the information furnished by the applicant. The response to such communication seeking clarification, if sought from the applicant, must be furnished within the stipulated time, failing which the application may not be processed further.



NOTIFICATION OF EMPANELMENT

The acceptance of EOI/Empanelment will be communicated in writing at the address supplied by the applicant in response to this EOI. Any change of address of the applicant, should therefore be promptly notified to

**Assistant General Manager, Indian Bank,
Information Systems Audit Cell, Inspection Department,
Corporate Office,
254-260 Avvai Shanmugham Salai, Royapettah,
Chennai - 600 014, Tamil Nadu.
Contact phone No: 044- 25279840 / 41; 28134468
email-id - isaudit@indianbank.co.in**

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

As the empanelled organisations will have access to the data/information of the bank while auditing the security, bank will require the audit organizations and their representatives to sign a confidentiality/non-disclosure agreement undertaking in a format prescribed by the bank, not to disclose or part with any information relating to the bank and its data to any person or persons, as may come into possession of the Applicant(s) during course of the I S Audit. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the IS Auditor, pre-mature termination of the contract, or legal action against them for breach of trust. The IS Auditor shall also give a declaration stating that they do not have any vested interest in applying for this audit. They are also prohibited from transmitting any information through personal email IDs and cloud storage. The IS Auditor should ensure removal of any data/ information of the bank, held in their custody after the completion of the audit period and shall give a commitment to the effect, prior to the commencement of the audit and a confirmation immediately after removal of the same.

COMPLIANCE TO LAWS AND REGULATIONS OF RESERVE BANK OF INDIA AND/OR ANY OTHER REGULATORY AGENCIES

The empanelled organisations shall undertake to comply with all the prevailing laws and regulations in India relevant for Information System Audit/Security Audit.

They shall also undertake to comply with all the requirements of the guidelines of Reserve Bank of India or other appropriate agencies as regards Information Systems Security Standards issued from time to time.

Bank reserves the right to inform IBA/GOI/RBI in case any major vulnerability is noticed after Security Audit within 6 months from the date of security audit.





COMPLIANCE TO CONTRACTURAL OBLIGATIONS

The empanelled organisations shall undertake to comply with all the prevailing laws and regulations in India while undertaking any assignments for the Bank.

1 SUBJECT OF THE CONTRACT

- 1.1 The IS Auditor shall provide IS Audit services to the Bank's requirement as set out in the request for Proposal issued by the Bank and Commercial Proposal issued by the IS Auditor and other services as per the terms and conditions of Agreement entered with the Bank. Wherever there is a conflict between the documents mentioned herein, the following order of precedence shall apply as appearing herein below,
- Agreements including all its Schedules entered with the Bank.
 - Work Order issued by the Bank in favor of the IS Auditor
 - Request for Proposal from the Bank.
 - This Invitation for Expression of Interest.

2 CHANGE ORDERS

- 2.1 The Bank may at any time, by a written order given to the IS Auditor make changes within the general scope of the Contract in any one or more of the following :
- the Services to be provided by the IS Auditor; and / or
 - the substitution of new Services from the IS Auditor. When such substitution is requested by the Bank, the IS Auditor shall notify the Bank in writing within 15 days of its decision to accept or reject the proposed Change Order.
- 2.2 If any such change causes an increase or decrease in the cost of, or the time required for, the IS Auditor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule or both in consultation with the IS Auditor and the Contract shall accordingly be amended. Any claims by the IS Auditor for adjustment under this clause must be asserted within thirty (30) days from the date of the IS Auditor's receipt of the Bank's change order. If the parties cannot agree on an equitable adjustment, the Change Order will not be implemented.
- 2.3 For any fresh requirement not envisaged in the Offer document, change orders will be issued and payment will be made on mutually agreed terms.



3 IS AUDITOR'S OFFER

- 3.1 The IS Auditor's EOI submitted in response to this Invitation and subsequent Offers submitted in response to any assignment proposed by the Bank shall form part of the Contract.

4 IS AUDITOR'S OBLIGATIONS

- 4.1 The IS Auditor is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract, and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- 4.2 The IS Auditor is obliged to work closely with the Bank's Co-ordinator(s) and staff and act within the scope of audit. The IS Auditor is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
- 4.3 The IS Auditor shall appoint an experienced Representative to manage its performance of the Contract within 30 days from the date of signing of the contract. The Representative shall be authorised to accept orders and notices on behalf of the IS Auditor, and to generate notices and commit the IS Auditor to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Bank.
- 4.4 The IS Auditor shall develop the final Project Plan based on Contract requirements, to be submitted to the Bank for review and approval within 15 days from the date of the Contract, with all reasonable and necessary input from the Bank. The Project Plan shall include the following: Definition of project implementation tasks, Acceptance and Service deliverables and milestones;
- 4.5 The IS Auditor shall complete the IS Audit and deliver the relevant reports in accordance with Contract requirements (as may be further elaborated in the Project Plan), or such schedule and specification changes as the IS Auditor may be entitled to.

5 DELAYS IN THE IS AUDITOR'S PERFORMANCE

- 5.1 Delivery of IS Audit Services shall be made by the IS Auditor in accordance with the time schedule mutually agreed by the parties and set out in the Contract.
- 5.2 If at any time during performance of the Contract, the IS Auditor should encounter conditions impeding timely delivery of the Systems and/or performance of Services, the IS Auditor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the IS Auditor's notice, the Bank shall evaluate the situation and may at its discretion extend the IS Auditor's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.





- 5.3 A delay by the IS Auditor in the performance of its delivery obligations due to reasons solely and directly attributable to the IS Auditor alone and that was in no way contributed to by any act or omission of the Bank or any event of force majeure shall render the IS Auditor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

6 ASSIGNMENT AND SUB CONTRACTING

- 6.1 The IS Auditor shall not assign, in whole or in part, its obligations to perform or right to receive payments under any Contract entered with the Bank.
- 6.2 The IS Auditor shall not franchise or subcontract or delegate or permit anyone other than their personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.

7 EMPLOYEES

- 7.1 During the contract period and for a period of three years thereafter, both the Bank and the IS Auditor shall refrain from canvassing each other's employees engaged in the performance of the Contract with a view to offering employment.
- 7.2 Subject to provisions contained in Clause 6 herein, the IS Auditor has to submit attendance, salary, appointment letters etc. of all the outsourced employees working on bank's premises as Onsite Resource, for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.
- 7.3 Further, IS Auditor has to undertake not to deploy any professional, who was in the services of the Bank in the last 36 months prior to the date of accepting any audit assignment from the Bank.
- 7.4 The relationship between the Bank and the IS Auditor is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties themselves and its employees or to provide any party with the right, power or authority whether express or implied to create any such duty or obligation on behalf of the other party.

8 TAXES AND DUTIES

- 8.1 The IS Auditor is responsible for all taxes levied in connection with performances of Services.



9 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 9.1 The IS Auditor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the IS Auditor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance. Any publicity given pursuant to permission given by the Bank shall be subject to the confidentiality requirements as well as within the express authority granted under such permission in writing. These provisions shall be applicable for a period of one year after termination of the Contract.

10 INDEMNIFICATION

- 10.1 The Information System Auditor shall, at their own expense, defend and indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses due to loss of data/damage to data arising as a consequence of any negligence during Information System Audit and/or for any other causes attributable to the Information System Auditor. The Information System Auditor shall also indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof without any limitation.

11 TERMINATION FOR DEFAULT BY THE BANK

- 11.1 The Bank, without prejudice to any other remedy for breach of contract, by thirty (30) days advance written notice of default sent to the IS Auditor, may terminate the Contract in whole or in part (if the said default is not cured within the said period of thirty days):
- a. if the IS Auditor fails to deliver any or all of the services as stipulated in the contract within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. if the IS Auditor fails to perform any other obligation(s) under the Contract.
 - c. if the IS Auditor, in the judgement of the Bank has engaged in corrupt or fraudulent practices
- 11.2 The IS Auditor shall be entitled to be paid the Contract Price attributable to the portion of the Services executed as at the date of termination.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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



12 TERMINATION FOR DEFAULT BY THE IS AUDITOR

- 12.1 The IS Auditor, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstance by giving a 30 days notice of termination and its reasons therefor to the Bank.
- if the Bank commits any breach of the terms of the Contract and the said breach has not been cured even after 30 days of the IS Auditor sending a notice to the Bank requesting it to cure the said breach.
- 12.2 If the contract is terminated by the IS Auditor in terms of this Clause, the IS Auditor shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the payment that would become due on completion of the stage encompassing the termination.
- 12.3 In the event of IS Auditor terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, the Services similar to those undelivered, and the IS Auditor shall be liable to the Bank for any excess costs for such similar services. However, the IS Auditor shall continue performance of the Contract to the extent not terminated and the Bank will pay for the services availed.

13 TERMINATION FOR INSOLVENCY

- 13.1 if the IS Auditor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the IS Auditor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the IS Auditor takes or suffers any other analogous action in consequence of debt; then the Bank may at any time terminate the contract by giving written notice to the IS Auditor. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the IS Auditor, 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.
- 13.2 if the Bank becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bank takes or suffers any other analogous action in consequence of debt; then the IS Auditor may at any time terminate the contract by giving written notice to the Bank. If the contract is terminated by the IS Auditor in terms of this Clause, the IS Auditor shall be entitled to be paid the Contract Price attributable to the portion of the work executed as at the date of termination and the payment that would become due on completion of the stage encompassing the termination and the costs, if any.



14 TERMINATION FOR CONVENIENCE

- 14.1 The Bank, by 30 days advance written notice sent to the IS Auditor, 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 the IS Auditor under the Contract is terminated, and the date upon which such termination becomes effective.
- 14.2 The Services that are complete on the date of IS Auditor's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining services, the Bank may elect
- a) to have any portion completed and delivered under mutually agreed terms and prices; and / or
 - b) to cancel the remainder and pay to the IS Auditor an agreed amount for Services partially completed or already procured.
- 14.3 The Bank shall not unreasonably terminate the Contract in part if such termination would result in the IS Auditor being unable to complete the remaining contractual obligations. The Bank shall also not terminate the Contract in part if the non-performance is due to the inability of the Bank to fulfil its contractual obligations

15 EXIT REQUIREMENTS

- 15.1 In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the IS Auditor shall render all reasonable assistance and help to the Bank and to any new IS Auditor engaged by the Bank, for the smooth switch over and continuity of the Services.

16 LIQUIDATED DAMAGES

- 16.1 If the IS Auditor fails to complete IS Audit as per the mutually agreed Audit plan and its amendments from time to time during the entire period of the Contract, the Bank shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages a sum equivalent to 0.5% per month of delay, on the contract price until, upto a maximum deduction of 10% of the price. Once the penalty crosses 10% of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.

17 FORCE MAJEURE

- 17.1 The IS Auditor shall not be liable for liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



- 17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the IS Auditor and not involving the IS Auditor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 17.3 If a Force Majeure situation arises, the IS Auditor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the IS Auditor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- 17.5 Notwithstanding the above, the decision of the Bank shall be final and binding on the IS Auditor.

18 RESOLUTION OF DISPUTES

- 18.1 The Bank and the IS Auditor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the IS Auditor have been unable to resolve amicably a Contract dispute, either party may require, by giving notice, that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a mutually agreed third party, adjudication in an agreed national forum.
- 18.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the contract.
- 18.4 The dispute resolution mechanism to be applied shall be as follows:
- (a) In case of dispute or difference arising between the Bank and IS Auditor relating to any matter arising out of or connected with the agreement between them, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the IS Auditor; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment

of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, Indian Banks' Association (IBA), India which appointment shall be final and binding on the parties.

- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Chairman, Indian Banks' Association (IBA), India shall appoint the Arbitrator. A certified copy of the order of the Chairman, Indian Banks' Association (IBA) making such an appointment will be furnished to each of the parties.
- (c) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- (d) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both the parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

18.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree.

19 NOTICES

- 19.1 Any notice given by one party to the other pursuant to Contract shall be sent to the other party in writing to the other party's address.
- 19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20 GOVERNING LAW

- 20.1 The Contract shall be subject to and construed and interpreted in accordance with the laws of India.

21 GOVERNING LANGUAGE

- 21.1 All correspondence and other documents pertaining to the contract shall be written in English only.





Corporate Office : Inspection Department - IS Audit Cell
Ref: IB:CO:INSP:ISAC:4/2019-20

DOCUMENT A - EOI Response format and Undertaking

(Letter to the Bank signed by Authorised Signatory on the Applicant's letterhead)

To
Indian Bank,
Information Systems Audit Cell
Corporate Office, Inspection Department
Chennai - 600 014

Dear Sir,

**Sub : Response to Bank's Invitation for EOI in connection with
Empanelment of IS/IT Audit Organizations**

Ref : EOI No IB:CO:INSP: ISAC:XX/2019-20 dated 22/11/2019

With reference to the above Expression of Interest (EOI), having examined and understood the instructions, terms and conditions, we hereby enclose our offer for being empanelled for conduct of IS Audit / IS Security of the systems, as detailed in the EOI called for by the Bank.

We submit herewith, authenticated copies of the company's Memorandum and Articles of Association/LLP/firm's registered partnership deed and audited balance sheet for the last three years along with other details/documents as required by the Bank and as enumerated in the "Eligibility Criteria" of this EOI.

As required in this EOI terms, please find attached Demand Draft No.____dated _____ for Rs 5000/- drawn on _____ payable in Chennai. OR

As required in this EOI terms, the Demand Draft No.____dated _____ for Rs 5000/- drawn on _____ payable in Chennai was submitted at the time of registration for pre-bid meeting/along with the EOI documents submitted on ____ in response to earlier EOI process of the Bank.

We confirm that the offer is in conformity with the terms and conditions mentioned in your referred EOI. We further confirm that the information furnished in the proposal, annexure, formats, etc are accurate. We understand that the Bank may make its own inquiries for verification and that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is incorrect. We also confirm that we shall abide by the conditions, clauses, terms and conditions mentioned in the EOI document.



We confirm that we are Cert-in empanelled audit organization and the validity of the empanelment is _____. We undertake to submit the Certificate of Renewal from CERT-IN immediately on expiry of the validity of the certificate. We understand that Bank may de-empanel our Organization in case our Organization ceases to be on CERT-IN Empanelled list.

We understand that the Bank may debar us from participating in future tenders and report the matter to regulatory authorities in case any of the details furnished are found to be false. We also confirm that the offer shall remain valid for 90 days from the date of the EOI.

We further understand that the applicant acknowledges that it cannot hold the Bank responsible for any breach of dates in the course of this EOI. We also understand that being empanelled does not entail the vendor to receive assignments as an obligation.

It is hereby confirmed that I/We are entitled to act on behalf of our company/LLP/firm and authorized to sign this document as well as such other documents, which may be subsequently called for in connection with this EOI.

We undertake to intimate the Bank immediately about any change/development in our organization during the empanelment relating to the requirements of this EOI, including but not limited to change in constitution, professional certifications and availability of professional resources. We also undertake to inform Corporate Office Inspection Department of the Bank, before undertaking any other assignment/service to the Bank (other than those covered in this EOI) during the validity of the empanelment

We understand that Bank is not bound to accept any or all responses received with regard to the captioned EOI. We also understand and accept that it does not confer any right with regard to participation in any manner whatsoever and Bank at all times will have absolute right in its decision and is authorised to suspend our candidature without assigning any reason.

We also understand that the Bank reserves the right to call for EOI from CERT-IN Empanelled audit organizations with similar terms and / or revised terms at its own discretion to include additional audit organisations.





Corporate Office : Inspection Department - IS Audit Cell

Ref: IB:CO:INSP:ISAC:4/2019-20

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Applicants for the audit, in connection with the preparation and/or submission of our responses.

If selected, we understand that it would be on the basis of the Eligibility & Evaluation criteria as specified in EOI.

We declare that we have disclosed all material information, facts and circumstances to the Bank.

We acknowledge and understand that in the event that the Bank discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us from further participation in the process.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Applicant)

Date:



DOCUMENT - B - LETTER OF AUTHORITY / POWER OF ATTORNEY FOR PARTICIPATION IN THE EOI ON BEHALF OF THE COMPANY / LLP / FIRM

(Letter to the Bank on Applicant's letterhead)

I, _____, the Company Secretary/ authorized person of _____ [Name of Company/LLP / Firm], certify that _____ who signed the above EOI is /are authorized to do so and bind the Company/LLP / Firm by authority of its board/governing body.

Date:

Signature

(Organization's Seal) (Name)

(Note: Self-signed Authorisation letter will not be accepted.)



Document C - Contact Details of the Audit Organization and SPOC

(Letter to the Bank signed by Authorised Signatory on the Applicant's letterhead)

Date:

To,
The Assistant General Manager
Indian Bank, Corporate Office
Inspection Department
IS Audit Cell

Dear Sir / Madam,

Sub : Notice inviting Expression of Interest (EOI) for "Empanelment of Audit Organizations for Conducting Information Systems/ Information Technology (IS/IT) Audit" in Indian Bank.

Please find below the details called for by the bank

S. No	Item	Details
1.	Name of the Audit Organisation	
2.	Constitution	
3.	Year of Incorporation	
4.	Complete Postal Address	
5.	Telephone, Mobile and Fax Numbers	
6.	Email Address	
7.	Name and address of the directors/ Partners	



8.	Date of original empanelment with CERT-In and and Expiry date of current empanelment.	
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Please find below the contact details of my/our firm/LLP / company who will be acting as the Single Point of Contact for all Bank related queries and projects undertaken by our firm/LLP /company:

Name , Designation and Contact Details of the person, authorised to deal with the Bank	Contact 1	Contact 2
Name of the Contact		
Title / Designation		
Telephone Number		
Fax No		
Mobile Number		
Email address		
Address for communication		

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Applicant)



DOC - J - FORMAT OF CONFIRMATION OF PROFESSIONAL QUALIFICATIONS
(in respect of eligibility criteria no 6)
(on applicant's letter Head)

Sub : Notice inviting Expression of Interest (EOI) for "Empanelment of Audit Organizations for Conducting Information Systems/ Information Technology (IS/IT) Audit" in Indian Bank

I/We, the undersigned and the Authorised Signatory declare that we are having resources with sufficient domain and technical knowledge in respect of development, security and audit of banking applications including Mobile Banking applications.

I/We confirm that we have the minimum requirement of two Qualified Professionals holding valid certification in CISA/CISM/CISSP/ISO 27001(LA/LI) as Partners / Directors.

The Brief profile of our Partners / Directors is furnished hereunder:

S No	Name	Professional Qualification	valid up to, if applicable	Experience in brief

We confirm that we have _____ number employees in our organization out of which, the brief details of 15 personnel having qualification as called for in the Eligibility Criteria point no "6" is furnished hereunder:

S No	Name	Professional Qualification	Valid upto, if applicable

The Curriculum Vitae of each of our partner/director and employees is enclosed.

We further understand that an employee/director / partner holding multiple certifications shall be construed as only one employee / director / partner.

I/We confirm having personally verified the documentation in respect of the qualification obtained by the personnel and the validity of the professional qualifications, whose Curriculum Vitae has been attached as per the format prescribed in the EOI. We confirm that the details provided are accurate.





Corporate Office : Inspection Department - IS Audit Cell

Ref: IB:CO:INSP:ISAC:4/2019-20

I/We also confirm that background verification of the personnel has been conducted prior to their employment with the Audit organisation.

I/We note to provide documentary evidence of the qualifications or professional certifications obtained by the personnel as and when required by the Bank.

I/We note to inform the bank whenever any professional qualification so obtained by the Personnel lapses and note to provide the details of renewed certifications.

We also note to inform the bank promptly in writing if any of the Key Personnel involved in the audit of the Bank leave the organisation.

I/We undertake not to deploy any professional, who was in the services of the Bank in the last 36 months prior to the date of accepting any audit assignment from the Bank.

I/We confirm that our Audit Organization is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the bank at Chennai or any other location as specified by the Bank, at short notice.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Applicant)



DOC -K - FORMAT OF CURRICULUM VITAE (CV)

(To be furnished on a separate sheet for each personnel duly signed by Authorised Signatory of the Applicant)

Submitted as part of Document to the Bank for the **Notice inviting Expression of Interest (EOI) for "Empanelment of Audit Organizations for Conducting Information Systems/ Information Technology (IS/IT) Audit"** in Indian Bank.

Name of the Person / Designation in the Organization		
Profession		
Date of Birth		
Nationality		
Qualifications (Technical and Academic with year of passing):		
Membership of Professional Societies (please provide validity period wherever applicable)		
Service in this organization from		
Previous employment record	Organization	From to
Details of Key assignments handled in the past three years		
Organization	Month & Year	Details of assignment done

Give an outline of person's experience and training most pertinent to assigned tasks, describing the degree of responsibility held by the person on relevant previous assignments



DOC L - DECLARATION IN RESPECT OF WORK EXPERIENCE

Sub : Notice inviting Expression of Interest (EOI) for "Empanelment of Audit Organizations for Conducting Information Systems/ Information Technology (IS/IT) Audit" in Indian Bank

I/We, the undersigned and the Authorised Signatory declare and confirm that we have sufficient work experience in respect of development, security and audit of banking applications including Mobile Banking applications as per "Eligibility Criteria" of this EOI Document.

The details of the Information Systems Audit and comprehensive security review of the entire ICT of the organisation including Data Centre, DR site, Enterprise Network, ATM switch, Net-banking, etc. undertaken by us during the **last three years** as on 30.09.2019 is furnished hereunder :

(Please list out the assignments as per point no "7" of "Eligibility Criteria")

The details of the IT General Security control audit and compliance including Penetration Testing and Vulnerability Assessment of web applications, application functionality and Process audit, undertaken by us during the **last two years** as on 30.09.2019 are furnished hereunder:

(Please list out the assignments as per point no "8" of "Eligibility Criteria")

The details of the IT General Security control audit and compliance including Penetration Testing and Vulnerability Assessment of Mobile Banking applications / payment systems through mobile application undertaken by us during **last two years** as on 31.03.2019 are furnished hereunder:

(Please list out the assignments as per point no "9" of "Eligibility Criteria")

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Applicant)





इंडियन बैंक
Indian Bank

Corporate Office : Inspection Department - IS Audit Cell

Ref: IB:CO:INSP:ISAC:4/2019-20

Document - M - Declaration / Fair Practices Code Undertaking
(On Applicant's Letter head)

Sub : Notice inviting Expression of Interest (EOI) for "Empanelment of Audit Organizations for Conducting Information Systems/ Information Technology (IS/IT) Audit" in Indian Bank

We, hereby declare/undertake as under:

We, _____ (The applicant) or our promoters or sister concerns or our group companies /LLPs / firms/ organizations/ agencies are not involved in any legal case that may affect our solvency / existence or in any other way affect our capability to provide / continue the services to the Bank.

We are not involved in any dispute / litigation / arbitration proceeding relating to performance of any contract undertaken by us.

We have not been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Commercial Banks/ Public Sector Organisation/ Statutory Body/ any Government agency /Ministry or Department of Government of India or State Governments and we undertake to inform the Bank immediately about any such blacklisting / disqualification, if arise in future.

The Name of our company/LLP/firm or its promoter/partner etc. are not in any of the defaulter/barred/caution list published/ displayed at web sites of public/ Autonomous bodies such as RBI/ IBA/ ECGC/SEBI/ICAI.

We further declare and confirm that our company/LLP/firm or its sister concern has not been involved in any unlawful activity as per the laws of the land.

None of the Partners/ Directors of the firm/LLP / company is a member of the Bank's board.

We/our sister concerns have not undertaken statutory audit of the Bank presently or in the last one year as on 31.03.2019.

We undertake that, in competing for and, if we are selected, in executing the Agreements, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".



We confirm that our Audit Organization is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the bank at Chennai or any other location as specified by the Bank, at short notice.

As and when any assignment is entrusted, we shall ensure that the Security Audit and IS Audit work is got done by qualified Professionals having requisite expertise.

We note to certify that the person who is going to conduct the audit is on our rolls and we note to mention the length of his/her service with us.

We undertake not to deploy any professional, who was in the services of the Bank in the last 36 months prior to the date of accepting any audit assignment from the Bank.

In respect of Eligibility Criteria points no 6, 7 and 8 of this EOI document, we confirm that the audit assignments have been undertaken by deploying qualified professionals who are permanent employees of our Audit Organization without subcontracting the assignment.

We understand that we are bound by the confidentiality agreement / NDA to be signed by our organization, in case we are empanelled and we shall ensure removal of any data/ information of the bank from our systems / hard discs / mails after the completion of the audit period and provide confirmation immediately after removal of the same. During the period of empanelment, we shall not share any confidential information through personal email IDs / cloud storage.

We undertake to intimate the Bank immediately about any change/development in our organisation relating to the requirements of this EOI, including but not limited to change in constitution, professional certifications and availability of professional resources.

Signature

(Authorized signatory with Applicant's seal)

