



**REQUEST FOR PROPOSAL (RFP)
FOR
MIGRATION AUDIT
FOR CBS AND OTHER APPLICATIONS IN PHASES**

RFP No : IB:CO:I&A:ISA: 1 / 2020-21

**Indian Bank
Corporate Office, Inspection & Audit Department
Information Systems Audit Cell
254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014
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SCHEDULE OF EVENTS AND BID DETAILS

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 and e-procurement portal <https://indianbankprocure.etenders.in>.

SN	RFP Reference	IB:CO:INSP:ISA: 1 / 2020-21
1.	Porting of RFP in Bank website	19.10.2020
2.	Last Date for submitting queries (only through email)	26.10.2020 15:00 Hrs
3.	Date of pre-bid Meeting	28.10.2020 subject to confirmatory email from Bank
4.	Last date and Time for submitting bids	09.11.2020 ; 15:00 Hrs
5.	Date of Opening of technical bid responses	09.11.2020 ; 15:30 Hrs
6.	Date of Opening of commercial bid responses	Will be notified to eligible bidders in due course
7.	Place of Opening RFP responses	Indian Bank Corporate Office, No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
8.	Cost of RFP Document	Nil
9.	Bid Security Guarantee	Nil
10.	Address for communication and submission of response	Assistant General Manager Indian Bank Corporate Office, Inspection & Audit Department No.254-260,Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
11.	Contact No.	044-25279840 / 28134475
12.	Email	isaudit@indianbank.co.in
13.	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. Relevant brochures

		<p>d. Acknowledgement of bidding documents with seal and sign of the bidder in every page of RFP as well as its Addendum, if any</p> <p>e. Authorization Letter as required in para 3.5 of this RFP.</p> <p>f. Brief approach document for the migration audit assignment.</p> <p>g. Any other information sought by the Bank with relevant to this tender</p> <p>h. Commercial Bid (CB).</p>
14.	Documents to be submitted Offline	Successful bidder has to submit hard copies of all the documents uploaded online
15.	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s.Nextenders (India) Pvt. Ltd. through website</p> <p>https://indianbankeprocure.etenders.in</p>

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 bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

Non-attendance at the pre-bid meeting or bid opening will not be a cause for disqualification of a bidder.

TABLE OF CONTENTS

		Pages
1.	Introduction	5
2.	Scope of Work	5-12
3.	Instructions to Bidders	12-22
4.	Conditions of Contract	22-32
5.	Eligibility Criteria	33-34
Annexures		
I.	Format of Declaration / Fair Practices Code Undertaking	35-37
II.	Format Of Performance Bank Guarantee	38
III.	Commercial Bid Format	39

1. INTRODUCTION

1.1 - BACKGROUND

Indian Bank is a premier Nationalised Bank and is a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking.

With effect from 1st April 2020, Allahabad Bank got amalgamated with Indian Bank. Post amalgamation, Indian Bank is having over 6000 branches and having a business of over Rs 8,50,000 crores.

Both Indian Bank and erst.Allahabad Bank –

- have implemented Core Banking Solution,
- have issued Debit Cards, RuPay cards and
- are offering banking services through Multiple Delivery Channels like ATM (onsite/offsite), BNA, Internet Banking, Mobile Banking, RTGS, SFMS, NEFT, Integrated Treasury & Forex, FI, CTS, UPI, AEPS etc. and more than 60% of the transactions are routed through Digital Channels.
- partnering various e-governance initiatives of Govt of India and State Governments.
- have been certified with ISO27001:2013 standard for Information Systems & Security processes.

1.2 - PURPOSE

This RFP seeks to engage an Information Systems Audit Firm (hereafter referred as the Auditor which has the capability and experience to conduct Migration Audit for the combined entity (hereafter referred as the Bank).

2. SCOPE OF AUDIT

2.1 – Scope of Audit in Brief

Conduct of Migration Audit in respect of CBS and other IT applications of the Bank in phases, post amalgamation of erst. Allahabad Bank with Indian Bank, including but not limited to

- Migration Process Audit of processes and logs
- Data Migration Audit
- Pre Migration Database Audit

➤ Post Migration Database Audit

2.2 - Detailed Scope of Audit

2.2.1 - Data integration and migration review

- Assess whether detailed data integration and migration project plan created and approved.
- Review source to target mapping specification created and check whether mapping is performed for all data tables and fields confirming data integrity.
- Validate the row counts, data types, null checks on all fields of tables including primary key columns and perform duplicate checks of data migrated and integrated.
- Reconcile the history tables plus incremental data tables with the source tables.
- To overcome load rate bottleneck whether high level volumetric determined and planned accordingly for hardware requirements.
- Review the process defined for data quality management and specifications covering
 - Cleanse in source
 - Cleanse in staging stage
 - Cleanse in flight using coding logic
 - Cleanse on target, if required
- Whether system retirement strategy being defined and communicated to all stakeholders.
- Whether integration and migration logic has been documented.
- Whether integration and migration is tested with mirror of live environment.
- Whether independent migration validation engine is developed and tested.
- Check whether data validation rules has been defined and sign off documented on testing covering the following key attributes:
 - Relevance, accuracy, integrity, consistency, validity, timeliness, accessibility.
- Review sign off received in each stage of data integration and migration.
- Review of migration fallback policy.
- Whether data migration execution strategy has been defined and followed.
- Whether database supports properties of ACID (Atomicity, Consistency, Integrity and Durability) for post migration transactions.

2.2.2 - General

- Whether system functionality assessment and cost benefit analysis performed before finalization of various applications and systems to be continued / discontinued.

- Appropriate approvals sought before finalization of various applications and systems.
- Assess whether contracts with the application & system vendors have been revisited for continued / discontinued systems.
- Whether contracts terminated for discontinued systems including AMC and other support services.
- Whether RFP released and tender process followed for new application and systems implemented.
- Review the implementation of the approved IT landscape covering core banking system, core applications, other business applications, middleware, channels (branch, internet banking, mobile banking, SMS banking, call center, self-assisted kiosks) and other support applications.
- Assess whether overlapping applications have been harmonized and implemented.
- Review the target state IT infrastructure with the actual covering servers, database, storage, backup, network, branch infrastructure, video conferencing systems, mail messaging systems, etc.
- Review the target state information security architecture with actual implemented covering security operations center, disaster recovery, data leakage protection, network admission control, patch management, baseline security standards, etc.

2.2.3 – Applications/Functions to be covered in the Data Migration Audit

- All modules/tables of Core Banking Solution comprising of CBS Bances, Exim Bills and Interfaces.
- Net Banking and other eBanking channels, Payments systems, eCommerce, Bank's website/ intranet and other Web applications
- ATM/BNA
- Financial Inclusion (FI),
- KYC/AML
- Treasury
- SWIFT
- HRM/HRD Applications
- Internal Rating and other RMD related Solutions
- In-house applications like CPPC, PFMS, MMS, CTS, etc.

Note: The audit assignment shall cover all IT and related activities of the Bank, wherever data migration is involved as part of technical merger of eAB with IB.

The scope of work shall include the following but is not limited to:

1. Ensure and review that entire data has been transferred/migrated.
2. Ensure and review that no data other than data which are supposed to be moved/ transferred by migration process is modified/ deleted during migration process.
3. Ensure and review that no data should be left orphaned/discarded during migration process.
4. Review and validate the correctness of the migration tools deployed and their migration methodology.
5. Ensure and review that data requirements for the target system have been appropriately identified and documented.
6. Ensure and review that the collection and conversion method / transformation logic for each data element has been appropriately identified and documented by understanding and validating information such as details of data conversion, data translation method etc.
7. Review and validate that the existing source data is accurately and completely migrated by understanding and validating migration controls such as record counts / check sums etc used for the process and performing automated tool based audit of the migrated data vis-à-vis source data.
8. Review migration scripts and consistency checks before their actual deployment in the course of the migration event.
9. Provide assurance on Integrity and Completeness of data covering and not limited to confirmation that the entire data records and fields are migrated fully to the relevant and correctly mapped target data tables in the migrated system. Wherever the data migration is between similar table structures, it must be seen that no fields which have data are left out. Master data is moved and integrity is maintained.
10. Review the error logs pertaining to the pre migration/migration/post migration period for accuracy, integrity, conformity & completeness of data reconciled between source and target system and must liaise with the vendor and make available to the bank a review on the root cause analysis and the actions taken.
11. Review the system from Mock and provide accurate details in completeness in the final migration. Post merger, the Database of the both banks will be accessed as a single database, and hence any missed data will be very detrimental to the new system. Complete audit to be conducted during mock itself and same process to be replicated in live.



12. Provide an assurance that data from source system are correctly & completely preserved to serve as backup till the desired/defined time after migration activity and assurance on its restoration.
13. Accuracy and completeness for input data and processing and availability of Maker/Checker concept for input.
14. Review of data integrity and review of whether program logic (Functionality) and validation is in line with the approved business logic/guidelines (Harmonised) in respect of different products/process including but not limited to
 - a. Customer master data
 - b. All Deposit including both retail and corporate.
 - c. All Fund Based and Non Fund Based Loan/Advances including Agriculture, Retail, Corporate etc.
 - d. Other master data like interest rate, operating status, cheque book, signatures, etc.
 - e. Digital Channels
 - f. Trade Finance
 - g. Credit Monitoring
 - h. NPA Management
 - i. Bills and Remittance
 - j. General Ledger
 - k. Financial statements like trial balances/P&L/ Balance sheet etc.
 - l. Locker
 - m. Access controls/User Management
 - n. Interfaces
 - o. Output Reports
 - p. Data output for regulatory purposes
 - q. Change management process
 - r. Rating of customers
 - s. Standing Instructions
 - t. Workflow details
 - u. Log tables
 - v. Card data
 - w. Functional rules
 - x. Computed values
 - y. Menu profiles mapping
 - z. Configuration/Parameterization
 - aa. End of Day (EOD) and Beginning of Day (BOD) checks

bb. Borrower wise Internal rating details including historical data.

15. Ensure and review that migration of all Digital Channels, ATMs, ATM switch, Cards details, Card Authentication details, Interchanges (like VISA, Master, Rupay etc.), certificates, configuration, file system and CBS host interface etc. as per approach document.
16. Review and ensure upgradation of System applications, Gateway systems, Switches, Middleware, Client applications, Operating systems, Device mapping applications, Portals, Agent's client device etc.
17. Review the functionality of Database post migration.

2.3. Conduct of Audit

2.3.1 Project Management:

The Bank and the Auditor will nominate a Project Manager immediately on acceptance of the order, who will be the single point of contact for the Project. For escalation purpose, details of other officials shall also be given.

2.3.2 Conducting Audit:

a) Review & Acceptance of Preliminary Report

- Auditor is required to discuss the preliminary findings / observations / recommendations / suggestions with the Bank prior to finalization for acceptance of the same by the Bank.
- Reports to be submitted for every audit iteration.
- Preliminary Audit report to be submitted to the bank within 5 days of audit completion.

b) Final Reports of Audit Findings

- Subject to the acceptance of the preliminary report by the Bank, the auditor has to submit the Final report and Certificate for Completion of Migration Audit, as per Regulatory requirements.
- Final reports of the Audit findings has to be submitted in the following parts :
 - Executive summary

- Detailed findings / Checklists along with Risk Analysis, duly mapped with the scope of work defined above, for each site, service, system and critical devices.
- In Depth Analysis of findings /Corrective measures and suggestions.
- Acceptance of Final Report by the Bank.

c) Compliance Review

- An exercise to review the compliance with the audit findings and recommendations will be undertaken by the Auditor preferably within 90 days from the date of submission of Final Audit Report. However, 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 Audit reports.

d) Certification for Compliance & Final Sign Off

- On completion of the compliance review process and before final sign off, the vendor will provide the Bank a compliance certificate as required for regulatory purposes.
- For Compliance review, it must be understood that the data will be moving and not be idle. Hence many results available in the first audit may not remain the same in the second audit. Example : No of Live Accounts (could have been closed), Accounts of a Customer (would have changed a small Delta due to making single account to E or S) etc.

2.4. Deliverables

The deliverables are as under

- The Auditors shall understand the current IT Setup / migration processes, movement and storage of data and check conformance to the industry prevailing standards, Regulatory guidelines etc.
- The audit report should be mapped with the scope of work defined above, for each application, database and processes.
- Auditors to discuss immediately with the auditee the vulnerabilities/risks identified along with their recommendations/suggestions/ways for mitigating them.
- Auditors shall provide the draft report and discuss with the respective teams/departments before providing the final audit report. The interim report shall provide details of gaps observed and solutions / recommendations. The report shall also include risk categorization (Critical/ High/Medium/ Low).

- Compliance audit to be conducted to verify rectification of audit observations to enable the closure of issues.
- Auditors to ensure submission of all audit reports as required in the format acceptable to the Bank. Reasonable assurance for each of the areas mentioned in the scope of audit shall be provided by the Security Auditor explicitly in their reports. Auditor report shall include Risk Analysis and relevant recommendations to mitigate the risk including references to circulars/documentation. Audit evidences collected and working notes to be submitted as appendix along with the final audit report.

2.5. Documentation Format

- All reports/documents shall be handed over in three copies, signed, legible, neatly and robustly bound on A-4 size good-quality paper.
- All reports/documents shall be in plain English.
- Soft copies of all the reports/documents properly encrypted in MS Word / PDF format and audit observations in MS Excel format shall also to be submitted along with the hard copies.

3. INSTRUCTIONS TO THE BIDDERS

3.1 GENERAL AND E-TENDERING INSTRUCTIONS

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

The bidder, 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 and e-procurement portal <https://indianbankeprocure.etenders.in>

➤ GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

➤ **RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.

9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

➤ REGISTRATION

To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.



Note: Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd
Yuchit, Juhu Tara Road
Mumbai - 400 049.
Support Contact No. 020-25315555 Ext no 8 then 8
Support Email: support.indianbank@nextenders.com

➤ **SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- i. Eligibility Criteria, along with all supporting documents required.
- j. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- k. Relevant brochures
- l. Acknowledgement of bidding documents with seal and sign of the bidder in every page of RFP as well as its Addendum, if any
- m. Authorization Letter as required in para 3.5 of this RFP.
- n. Brief approach document for the migration audit assignment.
- o. Any other information sought by the Bank with relevant to this tender
- p. Commercial Bid (CB).

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

➤ BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

➤ OFFLINE SUBMISSIONS

Successful bidder has to submit hard copies of all the documents uploaded online.

➤ OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://indianbankeprocure.etenders.in>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

3.2 BID SUBMISSION:

The bidders have to submit their bids through e-procurement portal (<https://indianbankeprocure.etenders.in>)

If required by the Bank, the bidder shall arrange for a presentation on Audit Methodology and approaches to be adopted and the capabilities of the firm to the accomplishment of the tasks assigned. If the approaches are not in tune with the best in the industry the bid may be summarily rejected after assigning reason.

Bank is not responsible for non-receipt of bids within the specified date and time due to any reason.

The Bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders previously subject to the deadline mentioned above will thereafter be subject to the deadline as extended.

3.3 – SUBMISSION OF COMMERCIAL BID (CB):

The bidders have to submit Final Commercial Bid in the e-procurement portal along with technical bid as per the template provided in the portal.

The Commercial Bid should contain the Total project cost, on a fixed cost basis, excluding taxes. TDS, if any will be debited from the payment.

The Commercial Offer should be submitted on an all-inclusive cost basis and Bank will not pay/reimburse any other charges including travelling expenses / visit charges / hotel stay for any travelling/ training undertaken by the Bidder's staff / personnel throughout the period of contract.

3.4 - AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), may modify the bidding document by amendment(s).

All prospective bidders will be communicated of the details of amendments and clarifications, allowing atleast 3 days' time prior to the last date for receipt of bids. Such amendments/clarifications shall be binding on all the bidders and signed copy of the amended document should form part of the Technical Bid.

Bank reserves the right to rescind / cancel the tender process at any time, or reissue this tender 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

3.5. AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Tender document. The proposal shall be made in the legal name of the Bidder and shall be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

3.6. LANGUAGE OF BIDS

All bids and supporting documentation shall be submitted in English.

3.7. BID CURRENCY

All costs and charges related to the bid shall be expressed in Indian Rupees.

3.8. PERIOD OF BID VALIDITY

The Bids shall remain valid for a period of 90 days from the closing date for submission of the bid. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

3.9. BIDDING

The cost of bidding and submission of tender documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process.

3.10. EVALUATION AND COMPARISON OF BIDS

3.10.1 Bid Evaluation

- a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a

substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.

- d) Only bids from Bidders meeting the eligibility criteria (as described in the RFP) and submitting complete and responsive bids will proceed to the stage of being fully evaluated and compared.
- e) During the scrutiny, evaluation and comparison of the offers, the bank may, at its discretion, seek clarification from some or all the bidders.
- f) The comparison of prices among the bidders shall be based on the total price quoted covering the entire scope of work as per the Tender documents, inclusive of all cost/charges and exclusive of all applicable taxes. Bidder whose quote is the least for each of the vertical, shall be treated as the successful bidder.

The evaluation procedures to be adopted for the bid 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 bidder(s).

Bank reserves the right to

- o reject the bids 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 bid information and reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of evaluation.
- o accept or reject any or all bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process.
- o revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.
- o alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP.
- o modify or relax the eligibility criteria at any time and reserves the right to accept any bid, or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

Bidder/s shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

The calling for quote does not confer any right on the bidder for being awarded any work order. This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP

process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the selected bidder.

The evaluation procedures to be adopted for the bid 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 bidder(s).

3.11. BID AND PROPOSAL OWNERSHIP

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

3.12. BID PRICING INFORMATION

By submitting a signed bid, the Bidder certifies that "The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred."

3.13. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

3.14. OTHER TERMS AND CONDITIONS

- i. Bank 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 RFP. 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 RFP 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.

- ii. 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.
- iii. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- iv. The information provided by the Audit organizations in response to this RFP document will become the property of the Bank and will not be returned.
- v. Bank will not be liable for any costs incurred by the applicant in the preparation of the response to this RFP.
- vi. Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- vii. The bidder shall indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- viii. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or services or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- ix. The bidder shall submit a non-disclosure agreement on behalf of the bidder and in the individual capacity of all the persons involved. The format of the NDA shall be shared with the successful bidder along with the work order.
- x. 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 tender document or conduct ancillary to it.

- xi. The selected Auditor shall have to complete the assigned jobs within the time limits agreed upon with the Bank at the time assigning the job.
- xii. The invitation for RFP 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 and allocation of assignments during contract period shall be final and binding on all concerned. No communication in this regard, verbal or written, will be entertained.
- xiii. Bank reserves the right to limit the number of audits that can be concurrently executed by the Auditor for the Bank. The decision of the Bank will be final and binding on the selected audit organizations.

4. CONDITIONS OF CONTRACT

4.1. ACCEPTANCE OF WORK ORDER

- 4.1.1 The successful bidder shall sign; affix official stamp and date on the duplicate copy of the Work Order and return it to the bank as a token of having accepted the terms and conditions of the work order.
- 4.1.2 Power of Attorney authorizing the representative to sign the documents, including bid documents to be produced, as required.
- 4.1.3 The successful bidder shall also submit hard copies of the bid documents duly signed by authorised representative. This bid together with notification of award from the Bank will form part of a binding contract.

4.2 SIGNING OF CONTRACT

- 4.2.1 The successful bidder(s) shall be required to enter into a contract with Indian Bank, within 15 days of the award of the tender or within such extended period as may be specified by **Deputy General Manager, Indian Bank, Corporate Office, Inspection & Audit Department (Information Systems Audit Cell), 254-260 Avvai Shanmugham Salai, Royapettah, Chennai - 600014, Tamil Nadu**, on the basis of the Tender Document, the Tender/bid and the letter of acceptance submitted by the successful bidder, and such other terms and conditions, as may be determined by the Bank to be necessary for the due performance of the work. The format of the contract shall be shared with the successful bidder along with the work order.

4.3 SUBJECT OF THE CONTRACT

The Auditor shall provide 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 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,

- i. Agreements including all its Schedules entered with the Bank.
- ii. Work Order issued by the Bank in favor of the Auditor
- iii. Request for Proposal from the Bank.
- iv. Any subsequent amendment clarification from the Bank in respect of RFP.

4.4 CHANGE ORDERS

4.4.1 The Bank may at any time, by a written order given to the Auditor make changes within the general scope of the Contract in any one or more of the following :

- a) the place of audit
- b) the Services/deliverables to be provided by the Auditor; and / or
- c) the substitution of new Services from the Auditor. When such substitution is requested by the Bank, the Auditor shall notify the Bank in writing within 15 days of its decision to accept or reject the proposed Change Order; and / or

4.4.2 If any such change causes an increase or decrease in the cost of, or the time required for, the 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 Auditor and the Contract shall accordingly be amended. Any claims by the Auditor for adjustment under this clause must be asserted within fifteen (15) days from the date of the 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.

4.4.3 For any fresh requirement not envisaged in the Offer document, change orders will be issued and payment will be made on mutually agreed terms.

4.5 CONTRACT PERIOD

4.5.2 The audit period will be from the date of signing of contract to the completion of migration audit in the Bank and final sign off.

4.5.3 The migration activities are planned for completion in 6 months. The duration may be extended in case of delay in migration and such extension will be informed by Bank in due course.

4.6. PERFORMANCE SECURITY

4.6.1. Within 15 days of issue of Work Order, the Auditor shall furnish a Performance Security equivalent to 10% of the Contract Amount in the form of a Performance Bank Guarantee issued by a Scheduled Commercial Bank located in India, valid for a period of one year, in the format prescribed.

4.6.2. The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Auditor's failure to complete its obligations under the Contract.

4.6.3. In case of delay in the execution of assignment entrusted, Bank will seek extension of the Performance bank guarantee.

4.7. PAYMENT TERMS

4.7.1. Payments will be made as milestone payments as under :

30%	of the fees on submission of complete report after final Mock.
30%	of the fees on submission of final report covering the entire Scope of Work
30%	On submission of final review Audit (compliance audit) report.
10%	On final sign off

4.7.2. All payments will be made in arrears on submission of invoice, as per the above mentioned payment schedule.

4.8. AUDITOR'S OFFER

The Auditor's bid submitted in response to this RFP and subsequent Offers submitted in response to any queries by the Bank shall form part of the Contract.

4.9. AUDITOR'S OBLIGATIONS

4.9.1. The 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.

- 4.9.2. The Auditor is obliged to work closely with the Bank's Co-ordinator(s) and staff and act within the scope of audit. The Auditor is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
- 4.9.3. The Auditor shall appoint an experienced Representative to manage its performance of the Contract at the time of signing of the contract. The Representative shall be authorised to accept orders and notices on behalf of the Auditor, and to generate notices and commit the 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.
- 4.9.4. The Auditor shall complete the Migration 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 Auditor may be entitled to.
- 4.9.5. The Auditors shall undertake to comply with all the prevailing laws and regulations in India while undertaking the assignment for the Bank.
- 4.9.6. Compliance to regulations of reserve bank of India/other regulatory agencies – The Auditors will also undertake to comply with all the requirements and guidelines, issued from time to time, by Reserve Bank of India and other appropriate agencies as regards Migration audit.
- 4.9.7. Performance of the Contract can be treated as complete only after the Bank has received successfully all of the Deliverables and Services as per the terms of the Contract.
- 4.9.8. The Auditors shall undertake to intimate the Bank immediately about any change/development in their organization, during the period of contract, relating to the requirements of this tender, including but not limited to change in constitution, professional certifications and availability of professional resources.
- 4.9.9. The Auditors shall undertake to inform Inspection & Audit Department of the Bank, before undertaking any other assignment /service to the Bank (other than those covered in this tender) during the validity of the contract.
- 4.9.10. 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.

4.10. TECHNICAL COMPETENCE

- 4.10.1. At any point of time during the period of contract, the selected bidder should have valid Cert-In certificate or confirmation of extension.
- 4.10.2. The selected bidder shall ensure adherence to applicable codes of conduct and auditing standards with due professional care.
- 4.10.3. The selected bidder shall provide the names of the persons likely to be involved in the audit along with their technical qualifications acquired to prove that the firm possesses the required technical expertise to conduct the audit.
- 4.10.4. Only licensed versions of audit tools to be used, if required and the auditors to confirm that there would not be any business disruption due to application of such tools. The details of the tools being used should be submitted to the Bank for prior approval.

4.11. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- 4.11.1. As the successful bidder(s) will have access to the data/information of the bank while auditing the security, bank will require the bidder(s) and their representatives to sign a confidentiality/non-disclosure agreement undertaking 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 bidder(s) during course of the I S Audit. The bidder shall also give a declaration stating that he does 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 successful bidder should ensure removal of any data/ information of the bank after the completion of the audit period, shall give a commitment to the effect, prior to the commencement of the audit and a confirmation immediately after removal of the same.
- 4.11.2. The Non Disclosure Agreement (NDA) has to be executed by the firm as well as individually by the auditors performing the Audit in the format as required by the Bank, on Non-judicial stamp paper of appropriate value.

4.12. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.12.1. The Information System Auditors shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

- 4.12.2. The Information System Auditor shall not, without the Bank's written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person(s) other than a person(s) employed by the Information Security Audit or in the performance of the Contract. Disclosure to any such employed person(s) shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for purpose of such performance.
- 4.12.3. Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.
- 4.12.4. 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.

4.13. INDEMNIFICATION

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.

4.14. TERMINATION FOR DEFAULT BY THE BANK

The Bank, without prejudice to any other remedy for breach of contract, by thirty (30) days advance written notice of default sent to the 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 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 Auditor fails to perform the obligation(s) under the Contract as per the required standards
- c. If the Auditor, in the judgement of the Bank has engaged in corrupt or fraudulent practices

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.

4.15. TERMINATION FOR DEFAULT BY THE AUDITOR

4.15.1. The 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 Auditor sending a notice to the Bank requesting it to cure the said breach.

4.15.2. If the contract is terminated by the Auditor in terms of this Clause, the 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.

4.15.3. In the event of 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 Auditor shall be liable to the Bank for any excess costs for such similar services. However, the Auditor shall continue performance of the Contract to the extent not terminated and the Bank will pay for the services availed.

4.16. TERMINATION FOR INSOLVENCY

4.16.1. if the Auditor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the 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 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 Auditor. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the 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.

4.16.2. 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 Auditor may at any time terminate the contract by giving written notice to the Bank. If the contract is terminated by the Auditor in terms of this Clause, the 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.

4.17. TERMINATION FOR CONVENIENCE

4.17.1. The Bank, by 30 days advance written notice sent to the 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 Auditor under the Contract is terminated, and the date upon which such termination becomes effective.

4.17.2. The Services that are complete on the date of 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 Auditor an agreed amount for Services partially completed or already procured.

4.17.3. The Bank shall not unreasonably terminate the Contract in part if such termination would result in the 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

4.18. EXIT REQUIREMENTS

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 Auditor shall render all reasonable assistance and help to the Bank and to any new Auditor engaged by the Bank, for the smooth switch over and continuity of the Services.

4.19. LIQUIDATED DAMAGES

4.19.1. The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations by the

Information System Auditor under the terms and conditions of the contract and its amendments and the Information Security Auditor shall be liable to pay the Bank as liquidated damages at the rate of 0.5% of the contract price for delay of every week or part thereof. 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.

- 4.19.2. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the Information System Auditor either as per the Contract, executed between the Bank and the Information System Auditor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the information System Auditors.

4.20. FORCE MAJEURE

- 4.20.1. The 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.
- 4.20.2. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Auditor and not involving the 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.
- 4.20.3. If a Force Majeure situation arises, the Auditor shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the 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.
- 4.20.4. 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.
- 4.20.5. Notwithstanding the above, the decision of the Bank shall be final and binding on the Auditor.

4.21. NOTICES

- 4.21.1. 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.
- 4.21.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.22. RESOLUTION OF DISPUTES

- 4.22.1. The Bank and the 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.
- 4.22.2. If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the 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.
- 4.22.3. 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.
- 4.22.4. The dispute resolution mechanism to be applied shall be as follows:
- (a) In the event of any controversy or dispute or difference arising between the Bank and Auditor regarding the interpretation of any part of the agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in the agreement, 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 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.

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

4.23. JURISDICTION

Any dispute arising out of this order/contract will be under the jurisdiction of Courts of Law in Chennai.

4.24. GOVERNING LAW

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

4.25. GOVERNING LANGUAGE

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

5. Eligibility Criteria

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 30.09.2020.	Copy of Certificate of Incorporation, Memorandum and Articles of Association and / or Copy of Registered Partnership Deed
2.	<p>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.</p> <p>On expiry of the validity during the contract 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 contract, the audit organisation should have valid Cert-In certificate or confirmation of extension.</p>	Copy of certificate
3.	<p>The Applicant must have carried out at least one Migration Audit of core application other than HRMS, in any Bank / Financial Institution in India. (**)</p> <p>(**) Migration Audit in any Bank/FI - under process will not be construed as Audit carried out.</p>	<ul style="list-style-type: none"> • Copy of Work Order specifying the nature and scope of audit. • In case the Work Order contains inadequate information, any other documentary evidence containing the required details, shall be furnished additionally.

Corporate Office, Inspection & Audit Department,
IS Audit Cell, Chennai 600014.

RFP for Migration Audit
RFP No.IB:CO:I&A:ISA: 1/2020-21

		<ul style="list-style-type: none"> Methodology followed in brief (not more than 5 pages)
4.	The applicant should have the capability and willingness to deploy competent resources to carry out the assignment at Chennai, Mumbai, Kolkata or any other location as required.	Declaration to be submitted in the prescribed format
5.	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 selection, hence they need not apply and no further correspondence shall be made with them. If such incident comes to light post selection, the contract with the audit organization shall be treated as cancelled at no cost to the Bank with liberty to claim damages.	Self-Declaration / Certificate of Fair Practices Code in the prescribed format

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

Annexure I

Format of Declaration / Fair Practices Code Undertaking

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

Dear Sir,

Sub: Notice inviting bids from Audit Organizations for conduct of Migration Audit - Response to RFP

With reference to the above RFP, having examined and understood the instructions, terms and conditions, we hereby enclose our offer for conducting Migration Audit for the Bank, as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We further confirm that the information furnished in the proposal, annexures, formats, etc is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct. We also confirm that we shall abide by the conditions, clauses, terms and conditions mentioned in the RFP 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 after the expiry of validity. We understand that Bank may terminate the contract 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 confirm that the offer shall remain valid for 90 days from the closing date for submission of the bid.

We undertake to inform Corporate Office, Inspection & Audit Department, IS Audit Cell of the Bank, about any assignment/service undertaken for the Bank at the time of submission of the bid (other than those covered in this RFP) and also if any, undertaken at a later date, during the validity of the contract period.

We understand that the Bank is not bound to accept the offer either in part or in full. If the Bank rejects the offer in full or in part, the Bank may do so without assigning any reasons thereof.

We further acknowledge that we cannot hold the Bank responsible for any breach of dates in the course of this RFP process.

We understand that Bank is not bound to accept any or all responses received with regard to the captioned RFP. 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 RFP from audit organizations with similar terms and / or revised terms at its own discretion to include additional audit organisations.

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

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 the captioned RFP.

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.

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 / our sister concern has not been involved in any unlawful activity as per the laws of the land.
- 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.
- 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.
- 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 acknowledge and understand that if any the above incident comes to light post selection, the contract shall be treated as cancelled at no cost to the Bank with liberty to claim damages.

As and when the assignment is entrusted,

- We shall ensure that the Audit is got done by qualified Professionals having requisite expertise.
- 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.
- 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 understand that we are bound by the confidentiality agreement / NDA to be signed by our organization, in case we are selected 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 RFP, including but not limited to change in constitution, professional certifications and availability of professional resources, etc.

We confirm that our Audit Organization is having the capability and willingness to deploy competent resources to carry out assignments at Chennai, Mumbai, Kolkata or any other location as required.

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 RFP.

Signature and Date(Authorized signatory with Applicant's seal)



Annexure II
FORMAT OF PERFORMANCE BANK GUARANTEE
(to be submitted by successful bidder)

To
Indian Bank
Corporate Office Inspection & Audit Dept
Information System Audit Cell
254-260, Avvai Shanmugam Salai
Royapettah, Chennai 600 014

RFP Ref No -

Whereas _____ (herein called the "Auditor") has submitted its bid dated _____ for providing services Migration Audit, which has been accepted by Indian Bank.

Whereas as per the terms, the Auditor will have to provide a Performance Security in the form of a Bank Guarantee for Rs. _____ (Rupees _____ only). [10% of the contract value]

KNOW ALL PEOPLE by these presents that WE _____ (Bank name) having our registered office at _____ (Address of the Bank) (hereinafter called "the Bank") is bound unto INDIAN BANK (hereinafter called "the Purchaser") in the sum of Rupees _____ only on behalf of the Auditor for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Therefore, We hereby affirm that we are Guarantors and responsible to you, on behalf of the AUDITOR, upto a total of Rs. _____ (Rupees _____ only) and we undertake to pay you, upon your first written demand declaring the AUDITOR to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ (Rupees _____ only) as aforesaid, without your needing to prove or to show ground or reasons, for your demand or the sum specified therein.

This guarantee will remain valid for a period upto 12 months from the date of signing of the contract ie., from _____ to _____ and any demand in respect thereof should reach the Bank not later than the above date.

Place : _____

Seal

Signature & Code No

NOTE:

1. Bidders should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees shall be issued by a bank located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Annexure-III
COMMERCIAL BID Format
(To be submitted along with Technical Bid in e-procurement portal)

Date:

To,
 Indian Bank
 Corporate Office Inspection & Audit Dept.
 Information System Audit Cell
 254-260, Avvai Shanmugam Salai
 Royapettah, Chennai 600 014

Dear Sir,

Sub: Request for Proposal (RFP) for Migration Audit for CBS and Other applications in Phases.

Ref: IB: CO: IA: ISA 1 / 2020-21 dated 19.10.2020

With reference to the above, we hereby submit the commercial bid:

S.No	Description	Total Cost (In Rs.)
1	Total Cost of Migration Audit for CBS and Other Applications	
Grand Total (In Rs.)#		

Total Rupees in words: _____

Price is inclusive of all charges but exclusive of taxes only. TDS if any, will be deducted from the payment.

We submit that we shall abide by the details given above and the conditions given in the RFP.

Signature of the bidder

(Authorized Signatory)

Company Seal

Date:

Name:

Designation:

Mobile No:

E-mail id:

Company Name:

Business Address:

Telephone:

