

Ref: IB/I&A/RFP/01/2023-24



REQUEST FOR PROPOSAL (RFP)

FOR

Conduct of IS Audit / VAPT on adhoc basis (Information System Audit / Vulnerability Assessment & Penetration Testing)

RFP Reference No.	IB/I&A/RFP/01/2023-24
RFP Issuance Date	08.09.2023
Last Date of request for Queries/ Clarifications	13.09.2023 at 5 p.m.
Date and time of Pre-Bid Meeting	15.09.2023 at 4 p.m. (through webex)
Last Date for receipt of bids	29.09.2023 at 4.00 p.m.
Date and time of opening Technical bids	29.09.2023 at 4.30 p.m.

Issued by:

IS Audit Cell,
Inspection & Audit Department,
Head Office, No.66 Rajaji Salai, Chennai 600 001
Phone: 25278716 / 12
Email: jsaudit@indianbank.co.in
Website: <https://www.indianbank.in>
e-Tender Website: <https://www.tenderwizard.com/INDBANK>

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SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	08.09.2023
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	13.09.2023 ; 5.00 pm Format for seeking clarification is enclosed as Annexure-IX
3	Pre-bid Meeting Date and Venue Details	15.09.2023 at 4.00 pm. through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at isaudit@indianbank.co.in on or before 13.09.2023 Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	29.09.2023 at 4.00 pm for both online bid and offline document submissions. Portal for Online Submission: https://www.tenderwizard.com/INDBANK For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Deputy General Manager, Indian Bank, Head Office, I Floor, No.66 Rajaji Salai, Chennai 600 001
5	Eligibility cum Technical Bid Opening Date & time	29.09.2023 at 4.30 pm
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in para 9.1 of Section II of this RFP	Bidder may have make a presentation & demo by to the Bank for which date, time & venue will be intimated separately by the Bank through email (if required)

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7	Opening of Commercial Bids	The commercial bids of only those bidders will be opened who satisfy the eligibility criteria and qualify in technical evaluation. The date for commercial bid opening would be communicated via e-mail to the technically eligible Bidders.
8	Cost of RFP	Non-refundable <i>Amount of Rs 5,000/-</i> in the form of DD favoring "Indian Bank". Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/ RTGS/ IMPS/ UPI etc. one day prior to pre-bid meeting date: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD/ Online for e-transfer)
9	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Bank's e-Tendering portal. The documents listed below in Sl. No 10 only to be submitted in offline physical mode.
10	Documents to be submitted physically by Bidders (Offline Mode)	1. DD towards Cost of bid document. Alternately Bidders can also transfer the cost of bid document and enclose proof of the transfer. 2. Bid Security (EMD) for <i>Rs.10.00 lakhs</i> to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. BG should be valid for 165 days from the last date for submission of the Bid (in the format provided at annexure VIII) (or) Fund transfer to be made in the account as detailed at Sl.No. 8 above.
11	RFP Coordinator	Ms. S.Krishnaveni, Indian Bank, Chief Manager, HO:Inspection & Audit Department-IS Audit Cell, No. 66, Rajaji Salai, Chennai 600 001.

The RFP document can also be downloaded from: **Bank's website:**
<https://www.indianbank.in> and e-tendering portal:
<https://www.tenderwizard.com/INDBANK>

In addition to above, a paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website only.

- I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
- II. Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in **online mode only** along with physical submission of certain documents at designated office as mentioned in Point No. 10 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.
 1. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.
 2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any de or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & conditions, will be liable for rejection.
- III. The RFP document (alongwith addendums, if any) needs to be signed and stamped by the authorised signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums(if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

Deputy General Manager,
Indian Bank, HO:Inspection & Audit Department,
No. 66, Rajaji Salai, Chennai 600 001.

SCHEDULE [B] GLOSSARY OF TERMS

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to “Indian Bank (IB)” including its Branches, Administrative offices, processing centres/HUBS, cells and all other units / establishments etc. (excluding its overseas establishments and Regional Rural Banks).
2. Recipient, Respondent, Consultant, Consultancy firms, Bidder, Applicant means the respondent to the RFP document.
3. RFP means the “Request for Proposal” document.
4. Proposal, Bid means “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Indian Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Purchaser respectively.
7. The term “Bid” & “Quote/ Quotation” bears the same meaning in this RFP.
8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
9. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	GOI	Government of India
2	RBI	Reserve Bank of India
3	IBA	Indian Banks' Association
4	GFR	General Financial Rules
5	POA	Power of Attorney
6	IMPS	Immediate Payment Service
7	NEFT	National Electronic Funds Transfer
8	RTGS	Real Time Gross Settlement
9	CTS	Cheque Truncation System
10	IEM	Independent External Monitor
11	DPIIT	Department for Promotion of Industry and Internal Trade
12	MSE	Micro and Small Enterprises

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13	MSME	Micro, Small & Medium Enterprises
14	LLP	Limited Liability Partnership
15	OEM	Original Equipment Manufacturer
16	EMD	Earnest Money Deposit
17	WCS	Weighted Commercial Score
18	WTS	Weighted Technical Score
19	SOW	Scope of Work
20	TCO	Total Cost of Ownership
21	API	Application Programming Interface
22	PBG	Performance Bank Guarantee
23	CASA	Current Account Savings Account
24	ISO	International Organization for Standardization
25	GST	Goods and Services Tax
27	IS Audit	Information Systems Audit
28	VAPT	Vulnerability Assessment and Penetration Testing
29	ICT	Information and Communication Technology
30	DR/NDR	Disaster Recovery / Near Disaster Recovery

Any term used in this document and not specifically defined herein will have the same meaning as provided in relevant RBI regulations and/ or RBI/IBA guidelines and in case of any dispute the decision of the Bank shall be final and binding.

Confidentiality:

*This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s do hereby undertake that they shall hold the information received by them under this RFP process or the contract "in trust" and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on "need to know" basis only and to ensure confidentiality of such information disclosed to them. The Bidders will be held responsible for any misuse of information contained in this document or obtained from the Bank during course of RFP process, and liable to be prosecuted by the Bank in the event such breach of confidentiality obligation is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.***

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SCHEDULE [C] DISCLAIMER

The information in this Request for Proposal (“RFP”) document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank, is under the terms and conditions set out in this RFP document and shall also be subject to all other terms and conditions to which such information is generally made available. This RFP document is not an agreement, offer or an invitation by Indian Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Indian Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, 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 bidders or any of their respective officers/ employees or published in the Bank’s website and/or portal. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

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Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for identification of Bidder/s (Service Provider/s) for IS Audit.

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the bidders participated in this RFP.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required (if any) to be submitted along with RFP. Criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document.

The RFP document can be downloaded from the Bank’s website www.indianbank.in and alternatively hard copies of the document can be obtained from Indian Bank Head Office, Inspection & Audit Department, No.66 Rajaji Salai, Chennai – 600001 on payment of the cost of RFP and on request by mailing to isaudit@indianbank.co.in.

SCHEDULE [E] OVERVIEW OF INDIAN BANK

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 116 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has been pioneer in developing many digital products and received many awards on digital front.

Bank has been making profit continuously since 2002 and has been self-sustaining in terms of capital adequacy.

VISION:

"Delivering excellence in financial services through customer focus, employee engagement and sustainable growth"

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2023, Bank's total Global business reached Rs.10.95 Lakh Cr. consisting of Deposits at Rs.6.21 Lakh Cr and Advances at Rs.4.74 Lakh Cr.

As on 31st March 2023, Bank has Pan-India network with 21,466 touch points including 5787 Brick & Mortar branches including 3 DBUs, 4929 ATMs/BNAs, 10,750 Business Correspondents. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimisation and increasing

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revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

Technology Environment

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric / face id login.

As a part of enhancing customer experience, Bank has also launched an AI-Chatbot ADYA, that is currently available on Bank's website and Mobile Banking App as an additional interface for answering customer queries and lead generation.

Bank is in the process of implementation of Digital Banking Omni Channel Platform (Mobile Banking/Internet Banking) and Digital Lending Platform.

For further details, please visit Bank's website www.indianbank.in

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SECTION – I

REQUEST FOR PROPOSAL (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai. The Bank has Pan-India network with 21,466 touch points including 5787 Brick & Mortar branches including 3 Digital Banking Units, 4929 ATMs/BNAs, 10,750 Business Correspondents and an offshore banking unit in Gift City. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo. As on 31st March 2023, Bank's total Global business reached Rs. 10.95 Lakh cr consisting of Deposits at Rs.6.21 Lakh Cr and Advances at Rs.4.74 Lakh Crores.

Bank's Information Systems and Security processes are certified with ISO27001:2013 standard and is among very few Banks certified worldwide. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country and serves over 100 million customers.

The Bank is interested in identifying vendor for providing IS Audit services.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through e-Tendering portal (<https://www.tenderwizard.com/INDBANK>)**. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. The Commercial Bid (Part II) will be submitted separately along with the bid document.

Interested eligible bidders may submit their quotation for providing **IS Audit services**, as specified in Part-I as per the following procedure:

1. Bidders should apply through Bank's portal only. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.
3. **Part-II** – Commercial along with price break up details to be submitted separately along with the bid documentation (Closed Bidding process). After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.
4. Part-I (as per Section-V - Technical & Functional Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price

quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.

6. **MAKE IN INDIA**

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

7. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. However, the bidder must be the Service provider of the offered Service to avail benefits of MSEs. The bidders to submit the relevant proof of MSE along with declaration for claiming MSE Benefits as per Annexure-VII.

8. **RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists

of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

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

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder” (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

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

"Beneficial owner" will be as under:

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

Explanation

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

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- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iii) All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
- (iv) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (v) Nothing in this RFP shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.

Note: The tender cannot be split. Commercial Bid to be submitted covering all the activities mentioned in RFP.

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SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank in terms of this RFP. Failure to furnish all information required in the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank shall not be responsible for the same.

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/Video Conference/ Skype/ Web-ex on **15.09.2023 at 4.00 pm**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **13.09.2023 5.00 pm**.

Email id : **isaudit@indianbank.co.in**

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs.5,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in point no. 8 of schedule [A - Important Dates and Information on RFP Submission]. Bidders have to ensure that cost of bid document i.e. **Rs.5,000/-** has already been remitted to the account as mentioned in point no. 8 of schedule [A], or submitted by way of demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Deputy General Manager,
Indian Bank, Head Office,
Inspection & Audit Department,
No. 66, Rajaji Salai, Chennai 600 001.

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/ online mode (as mentioned under point no. 8 of schedule [A]) apart from uploading the scanned DD/ Proof of e-transfer document during e-tendering portal.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.in> and informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

- 1.1 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(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- 1.2 All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. The amendments if any, will be published in Bank website will form part of the Bidding document.
- 1.3 Any bid submitted by a bidder under this RFP process cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

4. Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected.

5. Commercial Bid

1. The Bank will open commercial bids only after a notice is given to the technically qualified bidders on the basis of evaluation of Part-I of the Bid (Technical evaluation).
2. The calling for quote does not confer any right on a bidder for being awarded any purchase order.

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information is provided in the Bidding Document, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (Annexure-XV) for a sum of Rs 10,00,000/- (Rupees Ten lakhs only) valid for 165 days (One hundred and Sixty Five days) from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;
- or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance security.

8. Cost of Bid Document

Cost of Bid Document amounting to Rs.5,000/- (Rupees Five thousand only) is to be submitted along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in point no. 8 of schedule [A].

MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure – III duly signed by company secretary/ Director of the concerned enterprise. However, the bidder must be the Service provider of the offered Service to avail benefits of MSEs.

9. Evaluation Criteria

Bid evaluation methodology that Indian Bank is adopting is given below:

9.1 Eligibility Criteria

Bank is looking for eligible bidders to select audit organization/s for conducting IS Audit.

Only audit organizations with CERT-In Certification are required to apply. 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 3 months 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 organization should have valid Cert-In certificate or confirmation of extension.

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.

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP. Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

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 Registered Partnership Firm under Partnership Act, 1932 or PSE/PSU/Government Organization and should have been operating for at least five years in India as on date of RFP.	Copies of <ul style="list-style-type: none"> • Certificate of Incorporation, Certificate of Commencement of Business, Memorandum and Articles of Association and / or Copy of Registered Partnership Deed; • Legal Entity Identifier (LEI) Certificate; • PAN Card • GST Certificate • MSE Certificate, if applicable
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 of RFP.	Copy of certificate from CERT-IN
3.	The applicant should have <ul style="list-style-type: none"> ➤ positive net worth in each of the last three financial years of the applicant and the same should not 	Certificate from the Chartered Accountant in the prescribed format AND

	<p>have been eroded by more than 30% in the last three years</p> <p>➤ minimum annual turnover of Rs.3 crore from Information Security audit activities in each of the last three financial years</p>	Copy of latest Audited Annual Report																																				
4.	<p>The applicant should have resources possessing sufficient domain and technical knowledge in respect of security audit of banking applications including Core Banking and Mobile Banking applications and latest emerging technologies in BFSI Sector like cloud / containerized environment / virtualization / Software Defined Data Network (SDDN), DevOps and automation techniques, etc.</p> <p>The audit organisation should have minimum one qualified professional holding valid certification in CISA / CISM / CISSP / CEH / ISO 27001 (LA/LI) or similar qualification as partners/directors.</p> <p>In addition to this, audit organization should also have minimum fifteen staff with one or more of the following qualifications / valid 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</td><td>XV.</td><td>OSCP</td></tr><tr><td>VII.</td><td>CHFI</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>Certified PCI DSS professional</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	XV.	OSCP	VII.	CHFI	XVI.	ECIH	VIII.	CCNA / CCNP	XVII.	CPTe	IX.	Certified PCI DSS professional			Declaration in the prescribed format and curriculum vitae of the professionals.
I.	CISA	X.	SSCP																																			
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IX.	Certified PCI DSS professional																																					
5.	<p>In the last three years as on the date of RFP, the Applicant must have carried out minimum three audit assignments covering both IS Audit and VAPT, of which atleast one assignment pertains to Scheduled Commercial Bank having minimum of 3000 branches.</p>	<p>Declaration with regard to completed / ongoing audit assignments AND</p> <p>Copies of Work Orders specifying the nature and scope of audit.</p> <p>In case, the Work Order contains inadequate information, any other documentary evidence containing the required details, shall be furnished additionally.</p>																																				

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6.	<p>The applicant should have</p> <ul style="list-style-type: none"> ➤ permanent office and/or permanent officials in Chennai. ➤ willingness to depute competent resources at Bank's Head Office in Chennai continuously for conduct of audit at short notice. ➤ capability and willingness to deploy competent resources to carry out assignments entrusted by the bank in Chennai, Mumbai and/or any other location, as specified by the Bank, at short notice and to ensure timely completion of the assignments, at their cost. 	Declaration to be submitted in the prescribed format
7.	<ul style="list-style-type: none"> ➤ The applicants or their promoters/ directors/ partners 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. ➤ The applicant should also not be involved in any litigation / arbitration proceeding. ➤ 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 / Regulatory Agency / Public Sector Undertaking / Public Sector Bank / Financial Institution in India. ➤ 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, etc. ➤ The applicant or its sister concern should not have been involved in any unlawful activity as per the laws of the land. 	Self-Declaration / Certificate of Fair Practices Code in the prescribed format
8.	<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 in the current or previous financial year as on the date of RFP, 	Self-Declaration in the prescribed format

	<p>➤ Who have undertaken / presently undertaking any other assignment of the Bank, which will have potential conflicts of interest with the proposed IS Audit assignment,</p> <p>shall not be eligible to participate in the RFP.</p>	
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9.2 General Evaluation Criteria

- 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.
- The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation. Material deviation is a substantial deviation which may affect the cost, quantity or quality of the services proposed in the RFP.
- 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.
- Bank may seek clarification at the time of evaluation.
- IS Auditors who have conducted IS audit/VAPT of Indian Bank in the last 2 years will not be considered for respective area of operations in line with RBI guidelines on rotation of auditors.**

9.3 Technical Evaluation Criteria

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.

9.4 Technical Evaluation

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).

9.5 Commercial evaluation

- Bank will open Part II (Commercial) of the quote after evaluation of Part I and after giving due notice to the technically qualified bidders.
- Based on evaluation of the rates quoted by technically eligible bidders in their commercial bid, L1 price for each line activity will be finalized by the Bank.
- The comparison of prices among the bidders shall be based on the price quoted for each line activity, inclusive of all cost/charges but exclusive of all applicable taxes.
- Price matching will be called for from all the eligible bidders to match the rates decided by the Bank for each of line activity.
- Bidder/s submitting their willingness to match the rates finalised by the Bank, for all the line activities and satisfy the requirements/specifications as determined by the Bank, shall be empanelled for a period of 2 years.**

- f) Such empanelled bidders shall be issued Letter of Empanelment to the address provided by them at the time of quotation.
- g) The finalized prices will be frozen for the period of empanelment and Bank, at its discretion may entrust the assignment to any audit organisation in full or parts at the same price and terms, as per its requirements.
- h) Empanelment would not amount to any commitment by the Bank to provide any professional assignment during the period of empanelment. At any one point of time, one or more audit assignment may be entrusted to any single company / firm, at the discretion of the Bank.

9.6 Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- (a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation. Material deviation is a substantial deviation which may affect the cost, quantity or quality of the services proposed in the RFP.
- (b) If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- (c) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- (d) If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- (e) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited.

10. Proposal Process Management

Bank reserves the right to

- (a) accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP.
- (f) 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.

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).

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

11. Liabilities of the Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. The calling for quote does not confer any right on the bidder for being awarded any work order. 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 bidder.

12. 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.

13. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- (a) 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; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- (c) No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

SECTION – III

Broad Scope of Work

Conduct of IS AUDIT / VAPT on adhoc basis

1 - Overview of Scope

The overall scope of Information Systems Audit includes the following:

- The Auditors shall understand the current IT Setup / processes involved in the Bank and the industry prevailing standards, Regulatory guidelines etc.
 - The Auditors shall give reasonable assurance to the Top Management explicitly in their audit report, with regard to Compliance of Information Technology (IT) Act 2000, Information Technology (Amendment) Acts and all applicable information system and cyber security related guidelines laid down by Regulatory Authorities and other appropriate agencies like RBI, CSITE, NPCI, UIDAI, IDBRT, CERT-in, NCIIPC, NSC, etc. and control requirements of ISO/IEC 27001 & 22301 and NIST.
 - Compliance of all applicable International guidelines / frameworks like COBIT, OWASP, SANS, ISACA, etc. and widely accepted best practices & standards
 - Compliance to various Policies / procedures / guidelines defined by the Bank from time to time.
 - Completeness and effectiveness of the various Policies / procedures / guidelines defined by the Bank from time to time as per guidelines from the regulatory authorities.
- IS Audit shall cover the entire gamut of computerized functioning including core banking, e-Delivery Channels, robustness of different functions, such as application systems and subsystems, architecture, infrastructure, network, Logical access control, input, processing and output controls, procedures, data integrity/efficiency, Change Management and effectiveness in implementation of Bank's IS Security Policy & Procedures. This shall include any other new addition/ upgradation in hardware, software, business applications, new deliverables, change in architecture/ Migration during the contract period at Data Centre, DR site, Near-DR, Head Office & Corporate Office Departments and other specialised offices of the Bank.
- IS Audit shall cover evaluation of the level of compliance on adherence to maintenance of Integrity, Confidentiality, Reliability, Availability and Dependability of information resources, System effectiveness and efficiency, Safeguarding of IT assets, Identification of potential IT risks, timely triggers for IT related risks, adoption of Risk based approach in all areas and Risk Mitigation measures.

2. Scope of Audit

Scope / functional areas to be covered during the contract period have been divided into verticals as under, which will be entrusted on ad-hoc basis, as and when required by the Bank, either in test or in production environment and specific scope of audit for each assignment will be communicated, as and when entrusted.

1. Vulnerability Assessment (VA) / Operating System (OS) OS Hardening Review / Configuration Review of servers / Databases / network & security devices of the Bank on adhoc basis.
2. Application Programming Interfaces (API) Security Assessment on adhoc basis.
3. Web Application Security Testing / Vulnerability Assessment (VA) / Penetration Testing (PT) of internal web applications on adhoc basis.
4. Web Application Security Testing / Vulnerability Assessment (VA) / Penetration Testing (PT) of public facing web applications on adhoc basis.
5. Web Application Security Testing / Vulnerability Assessment (VA) / Penetration Testing (PT) of Mobile applications on adhoc basis.
6. Web Application Security Testing / Vulnerability Assessment (VA) / Penetration Testing (PT) of internal / public facing / mobile applications (white box testing) on adhoc basis.
7. Source Code Review of applications on adhoc basis.
8. IT General Security Controls audit / Process audit / Application Security Audit / Incident Analysis Review / Data Migration audit or any other IS Audit assignment based on mandays.

Every audit should be followed by compliance audit to verify and confirm the compliance status reported by the Bank. Compliance Audit is to be conducted in multiple iterations until the closure of all identified vulnerabilities.

Cost for taking up such assignments, as and when entrusted by the Bank, may be indicated separately in the prescribed format, which will be considered for commercial evaluation. However, cost for the same will be paid on actual basis based on the number of assignments completed / man-days utilised.

3. Detailed Scope of Audit, as applicable for the audit assignment entrusted

- i) Vulnerability Assessment and Penetration Testing (VAPT) should be comprehensive and not limited to OWASP Top 10, SANS TOP 25, etc.
- ii) VAPT should include, but not limited to the following: Network Scanning, Port Scanning, System/service identification and scanning, Vulnerability scanning, Malware scanning, Spoofing, Scenario Analysis, Application security testing, OS fingerprinting, Service fingerprinting, Access control mapping, Authorization testing, DoS/DDoS Attacks, Lockout testing, Containment Measure testing, Password cracking, War Dialling, Cookie security, Functional validations, Network architecture review, OS Security Configuration review, Security device

- configuration review, Network device configuration review, Database security assessment, Web site security assessment, Vulnerability Research & Verification, IDS/IPS review & Fine tuning of Signatures, Man in the Middle attack, Man in the browser attack and any other assessments/attacks.
- iii) VAPT should cover the web application and its components including Web server, App server, DB Server, Thick client, Thin clients, Mobile applications, Networking systems, Security devices, load balancers, integration with other applications and APIs, etc.
 - iv) Penetration Testing should include targeted testing, external testing, internal testing, grey box and black box testing, wherever applicable. The PT functional areas to be taken care of shall include the following, but not limited to: Analysis security vulnerabilities, Investigate Multi Threat Surface, Commercial- Grade Exploits, Vulnerability Assessment Validation, Port Assessing/ Scanning, Configuration and Services, Perimeter Defence Network Penetration Test (internal and external), Host & device Testing, Application Penetration Testing, Client-Side Testing of End Users and Endpoint, Identity Discovery & Password Cracking, Database and Cloud penetration Testing. Latest exploits trend, if any should be brought under assessment during the task is in progress.
 - v) Web Application VAPT / Web-application assessment should be done by following industry standards and as per the open web application security project (OWASP) methodology including but not limited to the following: Cross-Site Scripting (XSS), Injections, Broken authentication and session management, Insecure direct object references, Cookies, Client Side Storage, Broken Links, Orphan Pages, Backup files, Security misconfigurations, Insecure cryptographic storage, Sensitive data exposure, Failure to restrict URL access, Cross site request forgery, Using known vulnerable components, Insecure Deserialization, XML External Entities and any other attacks, which makes Websites and Web Applications Vulnerable.
 - vi) Mobile application assessment should be done by following industry standards and as per the open web application security project (OWASP) methodology including but not limited to the following: Improper Platform Usage, Insecure Data Storage, Insecure Communication, Insecure Authentication, Insufficient Cryptography, Insecure Authorization, Client Code Quality, Code Tampering, Reverse Engineering, Extraneous Functionality and any other attacks, which makes Mobile Applications vulnerable.
 - vii) API Testing including but not limited to Parameter Tampering Test, Injection Test, Unhandled HTTP Methods Test, Fuzz Test, adequate logging of API activity, Throttle API requests and establish quotas, Encryption of all requests and responses, validate all requests, API call authentication and Authorization check, etc.
 - viii) Vulnerability Scanning to be performed in authenticated mode with remote scanners that are given administrative rights on the system being tested.
 - ix) Source Code review to be conducted, as per bank's secure coding practices and industry standards/best practices. Applications to be subjected to Code Review will be selected by the Bank, based on criticality and other Regulatory requirements.
 - x) IT General Security Control / Process audit should cover
 - DC, NDR and DR of the Bank as well as of the vendor, wherever applicable.
 - Departments in Corporate Office / Head Office or any other bank's office at any place, where application/IT infrastructure is installed or may be installed. including Third party IT environments / service providers / outsourced activities.

- xi) Every audit should be followed by compliance audit to verify and confirm the compliance status reported by the Bank. The non-compliances to be reported with respective remarks from the Bank, Auditor's comments with reasons for disagreements, if any and PoCs. Compliance Audit is to be conducted in multiple iterations until the closure of all identified vulnerabilities.

4. Conduct of Audit

(i) Project Management:

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

(ii) Conduct of Audit:

The Auditor has to undertake IS Audit in a phased manner as described below:

Phase I	Conduct of IS Audit/VAPT on adhoc basis as per scope, evaluation & submission of preliminary reports of IS Audit findings and discussion on the findings
Phase II	Submission of final reports
Phase III	Compliance review & certification

The activities covered under each Phase are appended below:

PHASE I

a) Conduct of Information Systems Audit/VAPT as per the Scope of IS Audit

- The Bank will call upon the audit organisation, on placement of the order, to carry out demonstration and/ or walkthrough, and/or presentation and demonstration of all or specific aspects of the IS Audit at the Bank's desired location or, for a walkthrough, at a mutually agreed location. All the expenses for the above will be borne by the concerned vendor
- Audit schedule to be provided prior to the start of audit along with the name of the auditors who will be conducting the audit. Resumes of the auditors assigned above for the project to be provided to the Bank beforehand and they should be deputed to the assignment only after Bank's Consent.
- Commencement of Audit of IT Setups / offices as per the scope of Audit.
- Execute Vulnerability Assessment/External Attack Penetration testing as per the scope of Audit on the written permission of the Bank and in the presence of Bank's Officials, without disturbing operations.
- Critical vulnerabilities observed during audit should be immediately brought to the notice of Bank, along with recommendations for remediation, without waiting for the completion of audit. On closure of critical vulnerability, verification of closure shall have to be performed.

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- Analysis of the findings and Guidance for Resolution of the same.
- The auditors will be required to use only licensed version of tools, free from any malwares, with prior permission of the Bank, strictly in “**non-destructive**” mode only.

b) Detailing the Security Gaps

- Document the security gaps i.e. vulnerability, security flaws, loopholes, etc. observed during the course of review of CBS & other IT infrastructure of the Bank as per the scope of Audit.
- The identified vulnerabilities shall be analysed and verified to eliminate cases of false positives.
- Document recommendations for addressing these security gaps and categorize the identified security gaps based on their criticality, resource/effort requirement to address them.
- Chart a roadmap for the Bank to address these Security gaps and ensure compliance.

c) Addressing the Security Gaps

- Guide in Fixing/addressing the Security flaws, gaps, loopholes, shortfalls Vulnerabilities in deployment of applications/systems which can be fixed immediately. If recommendations for risk mitigation /removal could not be implemented as suggested, alternate solutions to be provided.
- Recommend fixes for systems vulnerabilities in design or otherwise for application systems and network infrastructure.
- Suggest changes/modifications in the Security Policies and Security Architecture including Network and Applications of the Bank to address the same.

d) Submission of Preliminary Draft Report of IS Audit Findings:-

- Auditor has to submit a preliminary draft report of the IS Audit findings as per the report format mutually agreed with the Bank.

e) Review & Acceptance of Preliminary Report

- Auditor is required to discuss the preliminary report findings / observations / recommendations /suggestions with the Bank prior to finalization and acceptance of the same by the Bank.

PHASE II

a) Final Reports of IS Audit Findings

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- Subject to the feedback given by the Bank on the preliminary report, the auditor has to submit the Final report and Certificate for Completion of IS Audit as per the scope of IS Audit.
- The Final reports of the IS Audit findings have to be submitted, as detailed in the following paras of this Tender Document.

b) Review & Acceptance of Final Report by the Bank

- The Report shall be accepted on complying with the formats of Audit Report as mentioned in the RFP and acceptance of the audit findings.

PHASE III

a) Compliance Review

- An exercise to review the compliance with the audit findings and recommendations will be undertaken by the IS Auditor within reasonable time from the date of completion of Phase II. 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 IS Audit reports.

b) Certification for Compliance & Final Sign Off

- On completion of the compliance review process and before final sign off, the vendor will provide the Bank an ISA compliance certificate including Certificates as per RBI guidelines.

5. Deliverables

(i) The deliverables are as under, as applicable to audit assignment entrusted.

- The Auditors shall understand the current IT Setup / processes involved in the Bank and the industry prevailing standards, Regulatory guidelines etc.
- Submission of Audit Plan, procedures and methodology for each component of I S audit, Vulnerability Assessment and Penetration Testing of Bank's I C T infrastructure in locations/offices housing various applications as per the scope of audit mentioned in para 1 within two weeks of signing of acceptance of purchase order.
- The audit report should be mapped with the scope of work defined above, for each site, service, system, devices, etc.
- IS Audit / VAPT to be scheduled and conducted in such a way that there is no business downtime.
- The audit of the web applications shall be in line with compliance to OWASP and/or any other globally accepted Application Security Framework.

- The application security audit report shall contain 'best practices on secure coding' as this will help the application developers of the bank to adhere to the best security practices.
- In case of VAPT, only licensed tools have to be utilized 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 firm.
- 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, vulnerabilities found and solutions / recommendations (emergency quick fix solutions as well as long term solutions based on industry standards) to address the same with supporting Security/administrator Handbooks. The report shall also include risk categorization and the details of test conducted along with methodology, screen dumps, test cases, etc.
- Auditors to guide the auditee department in rectification of vulnerabilities/ risks identified, if any.
- 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 and the nomenclature should be as required by the bank. After full remediation, the hash generated in the live environment shall be made a part of the audit report to preserve integrity/version control of the application.
- 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. 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. Auditor report shall include Risk Analysis, asset-wise Proof of Concept (PoCs) and relevant recommendations to mitigate the risk including references to circulars/documentation/OWASP/SANS, etc. Audit evidences collected and working notes/checklists to be submitted as appendix along with the final audit report.
- Compliance audit to be conducted to verify rectification of vulnerabilities not only for the observations of the current audit, but also of the previous audit to enable the closure of issues.
- Compliance audit is to be conducted along with retesting until full remediation which may involve multiple iterations.
- The checklists updated and evidences/PoCs collected during the audit process are to be shared with Bank's Inspection Department for their reference and for submission to RBI and other Regulatory Authorities, as and when required.

- Dedicated Single Point of Contact (SPOC) to be available (both onsite / offsite) during the entire contract period for conduct of audit and to clarify on compliance issues / to guide the Bank for closure of vulnerabilities.
- The entire process of audit and submission of final report covering all areas as per Scope / RFP to be completed by 10th of second calendar month of respective quarter / half-year for Quarterly / Half yearly Audit and within 2 months of entrustment for Annual Audit.
- The Compliance Audit Reports after completion of compliance verification shall be submitted by 10th of every month for all audit assignments till next cycle of audit or closure of report, whichever is earlier.
- Audit Reports/Certificates required by Regulatory Authorities shall be submitted, as per the timeline stipulated by them and in the manner acceptable to them.
- Other audit assignments shall be completed within reasonable time as stipulated by the Bank from time to time and Compliance Audit for the same shall be conducted till closure of all the vulnerabilities.
- Presentation to the Top Management of the finding of the Report and to provide assurance to the Top Management of the following:
 - Completeness, effectiveness of the various Policies / procedures / guidelines defined by the Bank from time to time as per guidelines from the regulatory authorities.
 - Compliance to various Policies / procedures / guidelines defined by the Bank from time to time.
 - Compliance of guidelines / recommendation / directions laid down by regulatory authorities and industry best practices.
 - Overall comments on ICT Security Posture of the Bank.
- Other deliverables as given in RFP document and its amendment/s.

Bank will, on an ongoing basis, review the performance of the Security Auditor and ensure appropriate action is taken in case any deficiencies were noted therein. For example, system(s)/application(s)/infrastructure that were subjected to audit, ceteris paribus, if 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 will qualify as a deficiency in discharge of function by the Security Auditor.

(ii) IS Audit Report :

- Audit Report should be submitted individually for assignments entrusted on adhoc basis.
- Broadly the Audit Report should contain observations/recommendations keeping the undernoted points in view: -
 - Gaps, Deficiencies, Vulnerabilities observed in audit. Specific observations shall be given for each site, service, application, server, system, devices, etc. indicating name and address.
 - Risks associated with gaps, deficiencies, vulnerabilities observed.
 - Analysis of vulnerabilities and issues of concern.
 - Recommendations for corrective action.
 - Category of Risk : Critical/Very High/ High/Medium/ Low.

- Summary of audit findings including identification tests, tools used and results of test performed during IS Audit.
- Report on audit covering compliance status of the previous Audit.
- All observations shall be thoroughly discussed with process owners before finalization of report.
- IS Audit report should be submitted in the following order:
 - Location
 - Domain/Module
 - Hardware
 - Operating Systems
 - Application
- Audit report shall incorporate a certificate that the report covers every area specified in the Work Order and Tender Document.
- As indicated earlier, the IS Audit Reports have to be submitted in two stages Preliminary draft report has to be submitted at the end of Phase I & Final Report during Phase II. Both the sets of reports would comprise of the following parts :

A. Executive Summary

- An Executive Summary should form part of the Final Report, Objectives of Audit, Scope of the Audit, Audit Period, Approach and Acknowledgement, Details of Auditors involved and Tools used, Disclaimers, Restrictions and Interpretation of Risk Level. It shall also detail the positive findings (No Gap found) for various tests conducted.

B. Detailed Findings/Checklists with Risk Analysis

- Detailed report on each audit conducted covering the Summary of Significant Observations, Statistical analysis based on severity of vulnerabilities and whether they are repeated/persisting since previous audit and Conclusion.
- Detailed findings of the IS Auditor will be brought out in this report, covering in detail all aspects viz.
 - Identification of gaps/vulnerabilities in the systems Identification of threat sources
 - Identification of Risk
 - Identification of inherent weaknesses
 - Servers/Resources affected with IP Addresses etc.
- Report should classify the observations into Critical /Non Critical category and assess the category of Risk Implication as Critical / Very High / High / Medium / Low Risk based on the impact.

C. In Depth Analysis of findings /Corrective measures & suggestions

- The report shall also present In-depth Analysis of each of the findings in respect of each of the affected applications/servers/devices/location as under:
 - ❖ System / Device /Application Name
 - ❖ Asset ID/ URL / IP Address
 - ❖ Operating System/Platform
 - ❖ Database
 - ❖ Owner Department/Section

- ❖ Vulnerability Name
- ❖ Vulnerability description
- ❖ Impact Risk rating
- ❖ CVE and other Reference ID
- ❖ Proof of concept (PoC)
- ❖ Ageing since previous audit cycles
- ❖ Observations and Recommendations
- ❖ Corrective measures and suggestions with appropriate references.
- Findings of the entire IS Audit process should be critically analyzed and controls should be suggested as corrective /preventive measures for strengthening / safeguarding the IT assets of the Bank against existing and future threats in the short /long term.
- Report should contain suggestions/recommendations for improvement in the systems wherever required.
- If recommendations for risk mitigation /removal could not be implemented as suggested, alternate solutions to be provided.
- Also, if the formal procedures are not in place for any activity, the process and associated risks may be evaluated and recommendations be given for improvement as per the best practices.
- The various checklist formats, designed and used for conducting the IS Audit as per the scope, should also be included in the report separately for Servers (different for different OS), DBMS, Network equipment, security equipment etc., so that they provide minimum domain wise baseline security standard /practices to achieve a reasonably secure IT environment for technologies deployed by the Bank.
- The reports should be substantiated with the help of snap shots/evidences /documents etc. from where the observations were made.

D. Compliance Audit

Detailed Report on Compliance Verification status of previous as well as current Audit observations to be submitted.

(iii) Documentation Format

- All documents shall be in plain English.
- All documents shall be handed over signed, legible, neatly and robustly bound on A-4 size good-quality paper.
- Soft copies of all the documents properly encrypted in MS Word / MS Excel and PDF format with digital signature, shall be submitted along with the hard copies.
- The audit observations shall be additionally uploaded in Bank's portal, if required by the Bank, for compliance updation by respective teams.

CONDITIONS OF CONTRACT

1) Period of Validity of Bids

Bids should remain valid for the period of 120 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

2) 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 must 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) Payment Terms

Payment will be on **quarterly basis** for the actual work done, at the rates finalised by the Bank for each of line activity and accepted by the selected bidders.

50%	On submission of Final Audit Report covering all the areas as per the Scope of Work.
50%	On submission of Final Closure Report (after conduct of compliance verification in multiple iterations, if required) OR on submission Final Compliance Audit Report (if closure is not achieved within 180 days from the date of final audit report)

4) Change Orders

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

- a. the place of delivery; and / or
- b. the items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

5) Service Level Agreement (SLA)

Within fifty (15) days from the date of Work Order, the successful bidder shall sign the Service Level Agreement, as required in RFP and return it to the Bank.

6) Human Resource Requirements

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

7) Contract Period

The proposed contract will be for a period of two years.

Award of IS Audit assignment/s will be initially for a period of one year. On satisfactory performance and completion of first year assignment/s, the same may be extended for another one year. Bank reserves the right to call for additional information from the IS Auditor at the time of annual review.

8) Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

9) Insurance

The successful bidder may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third-party liability coverage to organisation when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

10) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the sole responsibility of the service provider at their cost.

11) Liquidated Damages (LD) and Penalty

- 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 Service Provider under the terms and conditions of the contract and its amendments and the Service Provider shall be liable to pay the Bank as liquidated damages at the rate of Rs.500/-

for delay of every week or part thereof. Once the penalty crosses Rs.10,000/-, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.

- 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 Service Provider either as per the Contract, executed between the Bank and the Service Provider pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the Service Providers.

12) Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding the contract, without thereby incurring any liability to the affected Bidder or Bidders.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of submission of bids & publishing the same on Bank Website.

13) Performance Security

- a. Within 15 days of issue of Work Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to Rs.20,00,000/- (Rupees Twenty lakhs), in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for 27 months (period of contract + 3 months) with further one month of claim period, in the format enclosed (Annexure-XIII). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- b. The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
- c. In case of delay in the execution of assignment entrusted, Bank will seek extension of the Performance bank guarantee.
- d. The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- e. Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids or offer the contract to L-2 bidder.

14) Limitation of Liability

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the work orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.

If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

15) Indemnity Clause

If at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages, which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

16) Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s)

with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

17) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. 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 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.

18) Regulatory Requirements

The services to be quoted as per this tender should comply with the requirements under Information Technology (IT) Act 2000 and subsequent amendments and related Government/Reserve Bank India/other Regulatory Authorities' guidelines issued from time to time.

19) Intellectual Property Rights (IPR)

While the successful bidder / OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses. The successful bidder shall place the source code of customizations done for the bank in Banks environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

20) Acceptance of Work Order

Acceptance of work order should be submitted within 7 (seven) days of issuance of work order, along with authorization letter by the successful bidder to the Bank. If for any reason L1 bidder backs out after issuance of work order or the work order issued to the L1 bidder does not get executed in part / full, Bank shall invoke bid security / performance bank guarantee, as applicable and blacklist the bidder for a period of one year.

21) Signing of Contract Form and NDA and SLA

Within fifteen (15) days from the date of Work Order, the successful bidder shall sign the contract form (Annexure-XI), Non-Disclosure Agreement (Annexure-XII) and Service Level Agreement (Annexure-XIII) and return it to the Bank.

Background check conducted, KYC details for the resources provided for the project to be submitted to the Bank.

Ref: IB/I&A/RFP/01/2023-24

22) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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 goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Bank and the Service Provider relating to any matter arising out of or connected with 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 Service Provider ; 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 presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) 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.
- d) The decision of the majority of arbitrators shall be final and binding upon both 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.

e) 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 (IBA).

f) Notwithstanding any reference to arbitration herein,

a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b. the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

23) Coverage of Successful Bidder under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The Successful bidder has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. 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 is to be submitted on the Bank's request. 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 Electronic Challan cum Return (ECR) should be submitted on the Bank's request.

24) Exit Requirements

In the event, the Agreement between the Bank and the Successful bidder comes to an end on account of termination or by the expiry of the term / renewed term or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

25) Termination for Convenience

The Bank, by 90 days' written notice sent to the Successful bidder, 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 the performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The assignments that are complete before the Service Provider'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 at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed assignments.

Ref: IB/I&A/RFP/01/2023-24

26) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'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 procurement 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.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27) Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, 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. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder'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. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder 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 Successful bidder 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received or complete transition / handover to the in-coming Vendor / Service Provider.

28) Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. ***After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.***

The supplier will have to enter into a Non-Disclosure agreement (Annexure-VI) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.

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

29) Negligence

If the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given in writing by the Bank in connection with the work or contravenes the provisions of other Terms, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

30) Amalgamation

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

31) Inspections and Tests

The Bank or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that services provided to the Bank is secured. The Bank shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested services fail to conform to the requirements, the Bank may reject the services, and the Service Provider shall undertake the services again to meet specification requirements at no additional cost to the Bank.

The Bank's right to inspect, test and, where necessary, reject the services after the delivery shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the Bank.

The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

32) Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

33) Delivery Schedule

The entire process of audit shall be completed Report shall be submitted within reasonable time as stipulated by the Bank and Compliance Audit for the same shall be conducted till closure of all the vulnerabilities.

Audit Reports/Certificates required by Statutory/Regulatory Authorities shall be submitted, as per the timeline stipulated by the respective Authority and in the manner acceptable to them.

34) Working Days

Bank's Working Days will be considered as Working Days for the purpose of this contract. However, wherever required, IS Audit / VAPT to be scheduled and conducted in such a way that there is minimum disturbance to business.

35) Implementation of Services

The successful bidder shall provide all the services specified hereunder having Technical and Functional specifications in accordance with the highest standards of professional competence and integrity. If the Bank finds that any of the staff of the successful bidder assigned to work at the Bank's site is not responsive, then the successful bidder will be notified accordingly and the successful bidder shall be under obligation to resolve the issue expeditiously to the satisfaction of the Bank.

36) Termination for Insolvency

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder 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 in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

In case the termination occurs before implementation of the project/ delivery of services in full, in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the successful bidder.

37) Taxes and Duties

The successful bidder shall be liable to pay all taxes that shall be levied against it, in accordance with the laws applicable from time to time in India.

38) Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

39) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof 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.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.

Ref: IB/I&A/RFP/01/2023-24

40) GENERAL TERMS AND CONDITIONS

40.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above including non-payment of the bid cost.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in **“Schedule [A] Important Dates”**. Bank will hold a pre-bid meeting, to answer all the questions / queries received by email which would also be uploaded on bank's website.

Proposals received by the Bank after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in timeline, the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

40.2 Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the

Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.

- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
 - c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.

- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

40.3 Relationship of Parties

- i. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances,

shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

- v. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vi. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

40.4 No Right to Set Off

In case the Successful Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the said Bidder for any payments receivable under and in accordance with that business.

40.5 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

40.6 Conflict of Interest

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / appointment as soon as practical after it becomes aware of that conflict.

40.7 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

Ref: IB/I&A/RFP/01/2023-24

40.8 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

40.9 Substitution of Team Members

The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments has been made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

40.10 Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired.

Ref: IB/I&A/RFP/01/2023-24

SECTION - IV

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. 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://www.tenderwizard.com/INDBANK> 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. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however

physical documents, to be submitted offline, can be submitted on the next working day up to 04.00 PM on next working day. 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.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/INDBANK>), 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) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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

Support Desk Contact Details

M/s. Antares Systems Limited
#137/3, Honganasu, Kengeri,
Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore- 560 060.
Support Contact No. 080-40482100, 9731967722, 8951944383
Support Email: gunaseelan.m@antaressystems.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- 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. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- e. Compliance to Technical Specifications as per Technical Bid.
- f. Any other information sought by the Bank with relevant to this tender

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.

2.4. 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.

2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned under point no. 8 of Schedule [A])
- b) Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Indian Bank) in favour of "Indian Bank" payable at Chennai.
- c) **Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption from Cost of Bid document.

The bidder is requested to submit the original documents (as mentioned under point no. 10 of Schedule [A]) in a Sealed Envelope on or before 29.09.2023-4.00 pm to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "Request for Proposal for Conduct of IS Audit / VAPT on adhoc basis" and the words 'DO NOT OPEN BEFORE 29.09.2023

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), 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.

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

- 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.

Ref: IB/I&A/RFP/01/2023-24
SECTION-V
PART I – Capability and Experience Details

Date:

 The Deputy General Manager
 Indian Bank
 Head Office, I floor,
 Inspection & Audit Department,
 No.66 Rajaji Salai, Chennai – 600001

Dear Sirs,

Sub: Request for Proposal for “Conduct of IS Audit / VAPT on adhoc basis”
Ref: Your RFP No. IB/I&A/RFP/01/2023-24 dated 08.09.2023

Referring to your above RFP, we submit the compliance details of the specifications given below:

S. No	Details	
1.	Name of the Audit Organization	
2.	Registered Office / Head Office	
3.	Constitution	
4.	Year of Incorporation	
5.	Date of empanelment with CERT-In with expiry date	

6.	Financial Details for last 3 years				
Financial Year (Apr-Mar)	Turnover	Turnover from IS Audit activities	Net Profit or Loss	Net worth	
2022-23					
2021-22					
2020-21					

7.	Partner/Director Details					
SN	Name	Address	Professional Qualification	Validity of Certification	Experience in brief	Role in IS Audit (Task / Module)

8.	Employee Details					
SN	Name	Designation	Professional Qualification	Validity of Certification	Years of IS Audit experience	Role in IS Audit (Task / Module)
Partner/Director Details						

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9. Experience Details								
S.No.	Name & Address of Organization for whom services rendered	Nature of Work	Date of Work Order	Project Details				Contact details for reference
				Period (No. of Months)	Start Date	Date of Completion/ expected completion	Team size	

We confirm that we are empanelled with CERT-In since _____ 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 or fail to submit documentary evidence for renewal of empanelment within 3 months of expiry.

We confirm that we have permanent office in Chennai at _____ and/or permanent officials in Chennai at _____,

We confirm that our Audit Organization is having the capability and willingness to depute competent resources at Bank's Head Office in Chennai continuously for conduct of audit.

We also confirm that our Audit Organization is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the Bank in Chennai, Mumbai and / or any other location, as specified by the Bank, at short notice and to ensure timely completion of the assignments, at our cost.

We confirm that dedicated Single Point of Contact (SPOC) will be available (both onsite / offsite) during the entire contract period for conduct of audit and to clarify on compliance issues / to guide the Bank for closure of vulnerabilities.

We confirm that we have _____ number employees in our organization out of which, _____ personnel have requisite qualification as called for in the Eligibility Criteria of the RFP, as detailed table 8 above.

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document and are submitting proof of the same along with bid.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

For

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: **IB/I&A/RFP/01/2023-24**

PART – II
Commercial Bid

(Price bid along with Breakup to be submitted with Technical Bid)

Date:

The Deputy General Manage
Indian Bank
Head Office, I floor,
Inspection & Audit Department,
No.66 Rajaji Salai, Chennai – 600001

Dear Sirs,

Sub: Request for Proposal for “Conduct of IS Audit / VAPT on adhoc basis”

Ref: Your RFP No IB/I&A/RFP/01/2023-24 dated 08.09.2023

We submit hereunder the price breakup details for “**Conduct of IS Audit / VAPT on adhoc basis**”, as per the specifications.

PRICE SCHEDULE:

Sl. No	Brief description of the services	Estimated number of instances in 2 years (Units)	Unit Price per instance (inclusive of all costs but exclusive of taxes)
1.	Vulnerability Assessment / OS Hardening Review / Configuration Review of servers / Databases / Cloud / Containerised Platform / network & security devices of the Bank on adhoc basis, including compliance audit as per the terms of RFP	Approx. 100 ips	
2.	API Security Assessment on adhoc basis, including compliance audit as per the terms of RFP	Approx. 500 urls	
3.	Web Application Security Testing / VAPT of internal web applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 100 urls	
4.	Web Application Security Testing / VAPT of public facing web applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 200 urls	
5.	Web Application Security Testing / VAPT of Mobile applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 50 applications	
6.	Web Application Security Testing / VAPT of internal / public facing / mobile applications (white box testing) on adhoc basis, including compliance audit as per the terms of RFP	Approx. 50 urls	

Ref: IB/I&A/RFP/01/2023-24

7.	Source Code Review of applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 50 applications	
8.	IT General Security Controls audit / Process audit / Application Security Audit / Incident Analysis Review / Data Migration audit or any other IS Audit assignment based on mandays	Approx. 50 mandays	

PRICE STATEMENT:

Bank will not provide any reimbursement for travelling, lodging/boarding, local conveyance or any other related expenses.

Commercial Evaluation will be based on rates quoted by technically eligible bidders for each line activity, as per the Tender documents clause no. 9.5, inclusive of all cost/charges but exclusive of taxes.

Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.

Number of instances indicated in the RFP are indicative only and the actual work done may be more or less than the count indicated in the RFP based on actual requirement of the Bank.

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: IB/I&A/RFP/01/2023-24

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

(Bidders are required to furnish the Bid Form on its letter head)

Date: _____

To
The Deputy General Manager
Indian Bank
Head Office, I floor,
Inspection & Audit Department,
No.66 Rajaji Salai, Chennai – 600001

Dear Sirs,

Sub: Request for Proposal for ‘Conduct of IS Audit / VAPT on adhoc basis’

Ref: Your RFP No. IB/I&A/RFP/01/2023-24 dated 08.09.2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct **IS Audit / VAPT on adhoc basis**, in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the RFP document.

If our bid is accepted, we will obtain a Performance Bank Guarantee from a Scheduled Commercial Bank located in India, for the sum stipulated in the RFP, for due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

We also confirm that we shall abide by the conditions, clauses, terms and conditions mentioned in the RFP document.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

We also understand that the Bank may 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. Bank at all times will have absolute right in its decision and submission of offer does not confer any right with regard to participation in further process.

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

We declare that we have disclosed all material information, facts and circumstances to the Bank. We further confirm that the information furnished in the proposal, annexures, formats, etc. is correct.

We acknowledge and understand that Bank may make its own inquiries for verification and in the event that any of the information furnished in the proposal is found to be false/incorrect or the Bank discovers anything contrary to our above declarations, Bank is empowered to forthwith disqualify us from further participation in the process. We also understand that the Bank may debar us from participating in future tenders and report the matter to regulatory authorities.

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

We also undertake to inform Head Office Inspection & Audit Department of the Bank, before undertaking any other assignment/service to the Bank (other than those covered in this RFP) during the validity of the contract period.

We understand that the finalized prices will be frozen for a period of two years from the date of entrustment of assignment and that the Bank, at its discretion may entrust the assignment again in full or parts at the same price and terms as per its requirements.

We further understand that execution of contract for first year does not entail the Auditor renewal for second year as an obligation.

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 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.

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.

Dated thisday of 202..

Ref: IB/I&A/RFP/01/2023-24

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....
.....
.....

Mobile:

Email

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-II

Declaration / Fair Practices Code Undertaking

(To be submitted on the letter head of the bidder signed by Director/Partner)

To
The Deputy General Manager
Indian Bank
Head Office, I floor,
Inspection & Audit Department,
No.66 Rajaji Salai, Chennai – 600001

Date:

Dear Sirs,

Sub: Request for Proposal for ‘Conduct of IS Audit / VAPT on adhoc basis’

Ref: Your RFP No IB/I&A/RFP/01/2023-24 dated 08.09.2023

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/ Financial Institution/ Public Sector Organisation/ any Government agency / Statutory or Regulatory Body/ 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 31.03.2023.

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

We/our sister concerns have not undertaking / presently undertaking any other assignment of the Bank, which will be have potential conflicts of interest with the proposed IS Audit assignment/s of the Bank.

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 Background Verification of our employees and Documentation Verification for their qualifications / validity of their professional certifications, has been conducted prior to their employment with us. We note to provide documentary evidence of the qualifications or professional certifications obtained by the personnel, as and when required by the Bank.

We note to provide the details of renewed certifications, whenever any professional qualification obtained by the Personnel lapses.

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.

We confirm that we are having resources with sufficient domain and technical knowledge in respect of Security Audit of banking applications including Core Banking and Mobile Banking applications. 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 personnel who are going to conduct the audit are on our rolls and we note to mention the length of their 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 past Work Experience declared by us, 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 RFP, including but not limited to change in constitution, professional certifications and availability of professional resources.

Ref: IB/I&A/RFP/01/2023-24

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-III

Declaration for MSE Benefits

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To
The Deputy General Manager
Indian Bank
Head Office, I floor,
Inspection & Audit Department,
No.66 Rajaji Salai, Chennai – 600001

Date:

Dear Sirs,

Sub: Request for Proposal for ‘Conduct of IS Audit / VAPT on adhoc basis’

Ref: Your RFP No. IB/I&A/RFP/01/2023-24 dated 08.09.2023

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No **IB/I&A/RFP/01/2023-24 dated 08.09.2023** floated for Conduct of IS Audit / VAPT on adhoc basis. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/Work Order/Contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-IV

**Declaration On Procurement from a Bidder of a Country which shares
a land border with India**

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

To
The Deputy General Manager
Indian Bank
Head Office, I floor,
Inspection & Audit Department,
No.66 Rajaji Salai, Chennai – 600001

Date:

Dear Sirs,

Sub: Request for Proposal for ‘Conduct of IS Audit / VAPT on adhoc basis’

Ref: Your RFP No. IB/I&A/RFP/01/2023-24 dated 08.09.2023

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. *[Evidence of valid registration by the Competent Authority shall be attached, wherever applicable.]*

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

ANNEXURE-V

CHECKLIST FOR THE RFP

(To be submitted on the letter head of the bidder)

Sub: Request for Proposal for “Conduct of IS Audit / VAPT on adhoc basis”

Ref: Your RFP No IB/I&A/RFP/01/2023-24 dated 08.09.2023

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 Registered Partnership Firm under Partnership Act, 1932 or PSE/PSU/Government Organization and should have been operating for at least five years in India as on date of RFP.	Copies of <ul style="list-style-type: none"> • Certificate of Incorporation, Certificate of Commencement of Business, Memorandum and Articles of Association and / or Copy of Registered Partnership Deed; • Legal Entity Identifier (LEI) Certificate; • PAN Card • GST Certificate • MSE Certificate, if applicable
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 of RFP.	Copy of certificate from CERT-IN
3.	The applicant should have <ul style="list-style-type: none"> ➤ positive net worth in each of the last three financial years of the applicant and the same should not have been eroded by more than 30% in the last 3 years ➤ minimum annual turnover of Rs.3 crores from Information Security audit activities in each of the last three financial years 	Certificate from the Chartered Accountant in the prescribed format AND Copy of latest Audited Annual Report
4.	The applicant should have resources possessing sufficient domain and technical knowledge in respect of security audit of banking applications including Core Banking and Mobile Banking applications and latest emerging technologies in BFSI Sector like cloud / containerized environment / virtualization / Software	Declaration in the prescribed format and curriculum vitae of the professionals.

	<p>Defined Data Network (SDDN), DevOps and automation techniques, etc.</p> <p>The audit organisation should have minimum one qualified professional holding valid certification in CISA / CISM / CISSP / CEH / ISO 27001 (LA/LI) or similar qualification as partners/directors.</p> <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>X.</td><td>CISA</td><td>XVIII.</td><td>SSCP</td></tr><tr><td>XI.</td><td>CISM</td><td>XIX.</td><td>Comp TIA</td></tr><tr><td>XII.</td><td>CISSP</td><td>XX.</td><td>GIAC</td></tr><tr><td>XIII.</td><td>ISO 27001 (LA/LI)</td><td>XXI.</td><td>CRISC</td></tr><tr><td>XIV.</td><td>C E H</td><td>XXII.</td><td>ECSA</td></tr><tr><td>XV.</td><td>COBIT Certificate</td><td>XXIII.</td><td>OSCP</td></tr><tr><td>XVI.</td><td>CHFI</td><td>XXIV.</td><td>ECIH</td></tr><tr><td>XVII.</td><td>CCNA / CCNP</td><td>XXV.</td><td>CPTe</td></tr><tr><td>XVIII</td><td>Certified PCI DSS professional</td><td></td><td></td></tr></table>	X.	CISA	XVIII.	SSCP	XI.	CISM	XIX.	Comp TIA	XII.	CISSP	XX.	GIAC	XIII.	ISO 27001 (LA/LI)	XXI.	CRISC	XIV.	C E H	XXII.	ECSA	XV.	COBIT Certificate	XXIII.	OSCP	XVI.	CHFI	XXIV.	ECIH	XVII.	CCNA / CCNP	XXV.	CPTe	XVIII	Certified PCI DSS professional			
X.	CISA	XVIII.	SSCP																																			
XI.	CISM	XIX.	Comp TIA																																			
XII.	CISSP	XX.	GIAC																																			
XIII.	ISO 27001 (LA/LI)	XXI.	CRISC																																			
XIV.	C E H	XXII.	ECSA																																			
XV.	COBIT Certificate	XXIII.	OSCP																																			
XVI.	CHFI	XXIV.	ECIH																																			
XVII.	CCNA / CCNP	XXV.	CPTe																																			
XVIII	Certified PCI DSS professional																																					
5.	<p>In the last three years as on the date of RFP, the Applicant must have carried out minimum three audit assignments covering both the IS Audit and VAPT, of which atleast one assignment pertains to Scheduled Commercial Bank having minimum of 3000 branches.</p>	<p>Declaration with regard to completed / ongoing audit assignments</p> <p>AND</p> <p>Copies of Work Orders specifying the nature and scope of audit.</p> <p>In case, the Work Order contains inadequate information, any other documentary evidence containing the required details, shall be furnished additionally.</p>																																				
6.	<p>The applicant should have</p> <ul style="list-style-type: none">➤ permanent office and/or permanent officials in Chennai.➤ willingness to depute competent resources at Bank’s Head Office in Chennai continuously for conduct of audit at short notice.➤ capability and willingness to deploy competent resources to carry out assignments entrusted by the bank in Chennai, Mumbai and/or any other location, as specified by the Bank, at short notice	<p>Declaration to be submitted in the prescribed format</p>																																				

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

	and to ensure timely completion of the assignments, at their cost.	
7.	<ul style="list-style-type: none"> ➤ The applicants or their promoters/directors/partners 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. ➤ The applicant should also not be involved in any litigation / arbitration proceeding. ➤ 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 / Regulatory Agency / Public Sector Undertaking / Public Sector Bank / Financial Institution in India. ➤ 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, etc. ➤ The applicant or its sister concern should not have been involved in any unlawful activity as per the laws of the land. 	Self-Declaration / Certificate of Fair Practices Code in the prescribed format
8.	<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 in the current or previous financial year as on the date of RFP, ➤ Who have undertaken / presently undertaking any other assignment of the Bank, which will be have potential conflicts of interest with the proposed IS Audit assignment, <p>shall not be eligible to participate in the RFP.</p>	Self-Declaration in the prescribed format

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

Ref: IB/I&A/RFP/01/2023-24

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-VI

Experience and Capability Details

(To be submitted on the letter head of the bidder)

Sub: Request for Proposal for “Conduct of IS Audit / VAPT on adhoc basis”

Ref: Your RFP No. IB/I&A/RFP/01/2023-24 dated 08.09.2023

Financial Details

(Copy of latest Audited Annual Report to be submitted)

(Amount in Rs.)

<i>F Y</i>	<i>Turnover</i>	<i>Turnover from IS Audit activities</i>	<i>Net Profit or Loss</i>	<i>Net worth</i>
2022-23				
2021-22				
2020-21				

Experience Details

S. No.	Name & Address of Organization for whom services rendered	Nature of Work	Date of Work Order	Project Details				Contact details for reference
				Period (No. of Months)	Start Date	Date of Completion/ expected completion	Team size	

Capability / Qualification Details

(Curriculum Vitae to be submitted for each of the Partner/Director/Employee separately)

SN	Name	Designation	Professional Qualification	Validity of Certification	Years of IS Audit experience	Role in IS Audit (Task / Module)
Partner/Director Details						
Employee Details						

Ref: IB/I&A/RFP/01/2023-24

Format of CURRICULUM VITAE (CV)

Name of the Person / Designation in the Organization		
Profession		
Date of Birth		
Nationality		
Technical and Academic Qualifications with year of passing:		
Membership of Professional Societies with 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

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-VII

Certificate on Turnover, Net Worth and P&L Details

Name & address of the organization:

Legal Entity Identifier (LEI) :

Sub: Request for Proposal for Comprehensive IS Audit of Bank's ICT Infrastructure

Ref: RFP No. IB/I&A/RFP/01/2023-24 dated 08.09.2023

(Amount in Rs.)

<i>F Y</i>	<i>Turnover</i>	<i>Turnover from IS Audit activities</i>	<i>Net Profit or Loss</i>	<i>Net worth</i>
2022-23				
2021-22				
2020-21				

Signature & Seal of Chartered Accountant

Regn. No. of Firm with ICAI

UDIN:

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

ANNEXURE-VIII

BID SECURITY FORM

To
The Deputy General Manager
Indian Bank
Head Office, I floor,
Inspection & Audit Department,
No.66 Rajaji Salai, Chennai – 600001

Date:

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid..... for "conduct of IS Audit / VAPT on adhoc basis" (*Hereinafter called "the Bid"*) in terms of RFP Ref.....dated.....

In compliance with the terms of said RFP, the Bidder is required to provide Bid Security of Rs..... which may also be provided in the form of Bank Guarantee from a scheduled commercial Bank located in India in favour of "Indian Bank" payable at Chennai.

KNOW ALL PEOPLE by these presents that We..... (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"* which term shall include its successors and permitted assigns), are bound unto Indian Bank (*hereinafter referred as "the Purchaser"* which term shall include its successors and permitted assigns) in the sum of Rs. _____ for which payment well and truly to be made to the Purchaser, the Bank guarantees said payment and binds itself, its successors, and assigns by these presents. Sealed with the seal of the Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the terms of RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract and other Agreements, in accordance with the terms of RFP; or
 - (b) fails or refuses to furnish the performance security, in accordance with the terms of RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand without any demur, cavil or protest and without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity i.e. upto..... and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

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

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-IX

Pre-Bid Query Format

(to be provided in MS-Excel format)

Sub: Request for Proposal for “Conduct of IS Audit / VAPT on adhoc basis”

Ref: RFP No IB/I&A/RFP/01/2023-24 dated 08.09.2023

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Whether interested in participating in Pre-bid meeting; if so, details of participants :

S.No	Name	Designation	Section	Contact No. / Email id

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: IB/I&A/RFP/01/2023-24

ANNEXURE-X

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....202.. between Indian Bank, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014* (hereinafter “the Bank”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of IS Auditor) having its Registered Office at (City and Country of IS Auditor) (hereinafter called “the IS Auditor”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Bank invited bids vide RFP No. for conduct of Information System Audit of Indian Bank’s Information and Communication Technology infrastructure and has accepted a bid by the IS Auditor for the provision of those services for a sum of (Contract Price in Words and Figures) (hereinafter called “the Contract Price”) for a period of 2 years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the RFP including Addendum/s & corrigendum/s (if any);
 - (b) the Bid Form and the Price Schedule submitted by the Bidder;
 - (c) the Conditions of Contract;
 - (d) the Purchaser’s Notification of Award/Work Order;
 - (e) the Service Level Agreement.
3. In consideration of the payments to be made by the Bank to the IS Auditor as hereinafter mentioned, the IS Auditor hereby covenants with the Bank to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the IS Auditor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the services which shall be supplied/provided by the IS Auditor are as under:

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Sl. No.	Brief description of the services	Estimated number of instances in 2 years (Units)	Unit Price per instance (inclusive of all costs but exclusive of taxes)
1.	Vulnerability Assessment / OS Hardening Review / Configuration Review of servers / Databases / Cloud / Containerised Platform / Network & Security devices of the Bank on adhoc basis, including compliance audit as per the terms of RFP	Approx. 100 ips	
2.	API Security Assessment on adhoc basis, including compliance audit as per the terms of RFP	Approx. 500 urls	
3.	Web Application Security Testing / VAPT of internal web applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 100 urls	
4.	Web Application Security Testing / VAPT of public facing web applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 200 urls	
5.	Web Application Security Testing / VAPT of Mobile applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 50 applications	
6.	Web Application Security Testing / VAPT of internal / public facing / mobile applications (white box testing) on adhoc basis, including compliance audit as per the terms of RFP	Approx. 50 urls	
7.	Source Code Review of applications on adhoc basis, including compliance audit as per the terms of RFP	Approx. 50 applications	
8.	IT General Security Controls audit / Process audit / Application Security Audit / Incident Analysis Review / Data Migration audit or any other IS Audit assignment based on mandays	Approx. 50 mandays	

The above price is inclusive of all incidental costs such as travel, lodging/boarding, local conveyance or any other related expenses incurred during the project.

Commercial Evaluation will be based on rates quoted by technically eligible bidders for each line activity, as per the Tender documents clause no. 9.5, inclusive of all cost/charges but exclusive of taxes.

Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.

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Number of instances indicated in the RFP are indicative only and the actual work done may be more or less than the count indicated in the RFP based on actual requirement of the Bank.

Payment will be on quarterly basis for the actual work done, at the rates finalised by the Bank for each of line activity and accepted by the selected bidders.

DELIVERY SCHEDULE:

Audit assignments shall be completed within reasonable time as stipulated by the Bank from time to time and Compliance Audit for the same shall be conducted till closure of all the vulnerabilities.

Audit Reports/Certificates required by Statutory/Regulatory Authorities shall be submitted, as per the timeline stipulated by the respective Authority and in the manner acceptable to them.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

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ANNEXURE-XI

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 , hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “Supplier” which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

Bank is inter-alia engaged in the business of banking and intends to engage IS Auditor for conduct of Information System Audit / Vulnerability Assessment / Penetration Testing on adhoc basis.

M/s..... has been engaged in the business of providing IS Audit services.

The parties have entered into agreement dated _____ for providing IS Audit / VAPT services on adhoc basis (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the IS Auditor shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that is:

- already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- or becomes publicly known through no unauthorized act of the Receiving party
- rightfully received from a third party without restriction and without breach of this agreement
- independently developed by the Receiving party without use of the other party's confidential information and is so documented.

- disclosed without similar restrictions to a third party by the Party owning the confidential information
- approved for release by written authorization of the disclosing party; or
- required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.

11. Jurisdiction

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

12. Indemnity clause

"The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK

M/s

ANNEXURE-XII

SERVICE LEVEL AGREEMENT

THIS Service Level Agreement is made theday of.....202.. between (Name of IS Auditor) having its Registered Office at (City and Country of IS Auditor) (hereinafter called “the IS Auditor”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and Indian Bank, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014* (hereinafter “the Bank”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

The IS auditor and INDIAN BANK are hereinafter collectively referred to as the “Parties” and individually as the “IS Auditor” and “Bank” respectively.

WHEREAS the Bank invited bids vide RFP No. for conduct of IS audit / VAPT on adhoc basis and has accepted a bid by the IS Auditor for the provision of those services for a sum of (Contract Price in Words and Figures) (hereinafter called “the Contract Price”) for a period of 2 years. Indian Bank has issued work order ref: dated

The work order and the related agreements are valid up to 2 years from the date of issuance of Work order. However, Award of IS Audit assignment/s will be initially for a period of one year. On satisfactory performance and completion of first year assignment/s, the same may be extended for another one year, at Bank’s discretion. Bank reserves the right to call for additional information from the IS Auditor at the time of annual review.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1 - Overview of Scope

The overall scope of Information Systems Audit includes the following:

- The Auditors shall understand the current IT Setup / processes involved in the Bank and the industry prevailing standards, Regulatory guidelines etc.
- The Auditors shall give reasonable assurance to the Top Management explicitly in their audit report, with regard to
 - Completeness and effectiveness of the various Policies / procedures / guidelines defined by the Bank from time to time as per guidelines from the regulatory authorities.
 - Compliance of Information Technology (IT) Act 2000, Information Technology (Amendment) Acts and all applicable information system and cyber security related guidelines laid down by Regulatory Authorities and other appropriate agencies like RBI, CSITE, NPCI, UIDAI, IDRBT, CERT-in, NCIIPC, NSC, etc. and control requirements of ISO/IEC 27001 & 22301 and NIST.
 - Compliance of all applicable International guidelines / frameworks like COBIT, OWASP, SANS, ISACA, etc. and widely accepted best practices & standards
 - Compliance to various Policies / procedures / guidelines defined by the Bank from time to time.

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- IS Audit shall cover the entire gamut of computerized functioning including core banking, e-Delivery Channels, robustness of different functions, such as application systems and subsystems, architecture, infrastructure, network, Logical access control, input, processing and output controls, procedures, data integrity/efficiency, Change Management and effectiveness in implementation of Bank's IS Security Policy & Procedures. This shall include any other new addition/ upgradation in hardware, software, business applications, new deliverables, change in architecture/ Migration during the contract period at Data Centre, DR site, Near-DR, Head Office & Corporate Office Departments and other specialised offices of the Bank.
- IS Audit shall cover evaluation of the level of compliance on adherence to maintenance of Integrity, Confidentiality, Reliability, Availability and Dependability of information resources, System effectiveness and efficiency, Safeguarding of IT assets, Identification of potential IT risks, timely triggers for IT related risks, adoption of Risk based approach in all areas and Risk Mitigation measures.
- Audit of IT Governance shall cover evaluation of the Bank's strategic and operational alignment with its enterprise's business strategy, ensuring that IT is supporting the Bank's overall goals while measuring IT delivery performance and transparently reporting the results.

2. Scope of Audit

Scope / functional areas to be covered during the contract period have been divided into verticals as under, which will be entrusted on ad-hoc basis, as and when required by the Bank, either in test or in production environment and specific scope of audit for each assignment will be communicated, as and when entrusted.

1. Vulnerability Assessment / OS Hardening Review / Configuration Review of servers / Databases / network & security devices of the Bank on adhoc basis.
2. API (Application Programming Interfaces) Security Assessment on adhoc basis.
3. Web Application Security Testing / Vulnerability Assessment (VA) / Penetration Testing (PT) of internal web applications on adhoc basis.
4. Web Application Security Testing / VAPT of public facing web applications on adhoc basis.
5. Web Application Security Testing / VAPT of Mobile applications on adhoc basis.
6. Web Application Security Testing / VAPT of internal / public facing / mobile applications (white box testing) on adhoc basis.
7. Source Code Review of applications on adhoc basis.
8. IT General Security Controls audit / Process audit / Application Security Audit / Incident Analysis Review / Data Migration audit or any other IS Audit assignment based on mandays.

Every audit should be followed by compliance audit to verify and confirm the compliance status reported by the Bank. Compliance Audit is to be conducted in multiple iterations until the closure of all identified vulnerabilities.

3. Detailed Scope of Audit, as applicable for the audit assignment entrusted

- i) Vulnerability Assessment and Penetration Testing (VAPT) should be comprehensive and not limited to OWASP Top 10, SANS TOP 25, etc.
- ii) VAPT should include, but not limited to the following: Network Scanning, Port Scanning, System/service identification and scanning, Vulnerability scanning, Malware scanning, Spoofing, Scenario Analysis, Application security testing, OS fingerprinting, Service fingerprinting, Access control mapping, Authorization testing, DoS/DDoS Attacks, Lockout testing, Containment Measure testing, Password cracking, War Dialling, Cookie security, Functional validations, Network architecture review, OS Security Configuration review, Security device configuration review, Network device configuration review, Database security assessment, Web site security assessment, Vulnerability Research & Verification, IDS/IPS review & Fine tuning of Signatures, Man in the Middle attack, Man in the browser attack and any other assessments/attacks.
- iii) VAPT should cover the web application and its components including Web server, App server, DB Server, Thick client, Thin clients, Mobile applications, Networking systems, Security devices, load balancers, integration with other applications and APIs, etc.
- iv) Penetration Testing should include targeted testing, external testing, internal testing, grey box and black box testing, wherever applicable. The PT functional areas to be taken care of shall include the following, but not limited to: Analysis security vulnerabilities, Investigate Multi Threat Surface, Commercial- Grade Exploits, Vulnerability Assessment Validation, Port Assessing/ Scanning, Configuration and Services, Perimeter Defence Network Penetration Test (internal and external), Host & device Testing, Application Penetration Testing, Client-Side Testing of End Users and Endpoint, Identity Discovery & Password Cracking, Database and Cloud penetration Testing. Latest exploits trend, if any should be brought under assessment during the task is in progress.
- v) Web Application VAPT / Web-application assessment should be done by following industry standards and as per the open web application security project (OWASP) methodology including but not limited to the following: Cross-Site Scripting (XSS), Injections, Broken authentication and session management, Insecure direct object references, Cookies, Client Side Storage, Broken Links, Orphan Pages, Backup files, Security misconfigurations, Insecure cryptographic storage, Sensitive data exposure, Failure to restrict URL access, Cross site request forgery, Using known vulnerable components, Insecure Deserialization, XML External Entities and any other attacks, which makes Websites and Web Applications Vulnerable.
- vi) Mobile application assessment should be done by following industry standards and as per the open web application security project (OWASP) methodology including but not limited to the following: Improper Platform Usage, Insecure Data Storage, Insecure Communication, Insecure Authentication, Insufficient Cryptography, Insecure Authorization, Client Code Quality, Code Tampering, Reverse Engineering, Extraneous Functionality and any other attacks, which makes Mobile Applications vulnerable.
- vii) API Testing including but not limited to Parameter Tampering Test, Injection Test, Unhandled HTTP Methods Test, Fuzz Test, adequate logging of API activity, Throttle API requests and establish quotas, Encryption of all requests and responses, validate all requests, API call authentication and Authorization check, etc.
- viii) Vulnerability Scanning to be performed in authenticated mode with remote scanners that are given administrative rights on the system being tested.

- ix) Source Code review to be conducted, as per bank's secure coding practices and industry standards/best practices. Applications to be subjected to Code Review will be selected by the Bank, based on criticality and other Regulatory requirements.
- x) IT General Security Control / Process audit should cover
 - DC, NDR and DR of the Bank as well as of the vendor, wherever applicable.
 - Departments in Corporate Office / Head Office or any other bank's office at any place, where application/IT infrastructure is installed or may be installed. including Third party IT environments / service providers / outsourced activities.
- xi) Every audit should be followed by compliance audit to verify and confirm the compliance status reported by the Bank. The non-compliances to be reported with respective remarks from the Bank, Auditor's comments with reasons for disagreements, if any and PoCs. Compliance Audit is to be conducted in multiple iterations until the closure of all identified vulnerabilities.

4. Conduct of Audit

(i) Project Management:

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

(ii) Conduct of Audit:

The Auditor has to undertake IS Audit in a phased manner as described below:

Phase I	Conduct of IS Audit / VAPT on adhoc basis as per scope, evaluation & submission of preliminary reports of IS Audit findings and discussion on the findings
Phase II	Submission of final reports
Phase III	Compliance review & certification

The activities covered under each Phase are appended below:

PHASE I

a) Conduct of Information Systems Audit as per the Scope of IS Audit

- The Bank will call upon the audit organisation, on placement of the order, to carry out demonstration and/ or walkthrough, and/or presentation and demonstration of all or specific aspects of the IS Audit at the Bank's desired location or, for a walkthrough, at a mutually agreed location. All the expenses for the above will be borne by the concerned vendor
- Audit schedule to be provided prior to the start of audit along with the name of the auditors who will be conducting the audit. Resumes of the auditors assigned above for the project to be provided to the Bank beforehand and they should be deputed to the assignment only after Bank's Consent.
- Commencement of IS Audit of IT Setups / offices as per the scope of Audit.
- Execute Vulnerability Assessment/External Attack Penetration testing as per the scope of Audit on the written permission of the Bank and in the presence of Bank's Officials, without disturbing operations.
- Critical vulnerabilities observed during VAPT should be immediately brought to the notice of Bank, along with recommendations for remediation, without waiting for the completion

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of VAPT. On closure of critical vulnerability, verification of closure shall have to be performed.

- Analysis of the findings and Guidance for Resolution of the same.
- The auditors will be required to use only licensed version of tools, free from any malwares, with prior permission of the Bank, strictly in “**non-destructive**” mode only.

b) Detailing the Security Gaps

- Document the security gaps i.e. vulnerability, security flaws, loopholes, etc. observed during the course of review of CBS & other IT infrastructure of the Bank as per the scope of Audit.
- The identified vulnerabilities shall be analyzed and verified to eliminate cases of false positives.
- Document recommendations for addressing these security gaps and categorize the identified security gaps based on their criticality, resource/effort requirement to address them.
- Chart a roadmap for the Bank to address these Security gaps and ensure compliance.

c) Addressing the Security Gaps

- Guide in Fixing/addressing the Security flaws, gaps, loopholes, shortfalls Vulnerabilities in deployment of applications/systems which can be fixed immediately. If recommendations for risk mitigation /removal could not be implemented as suggested, alternate solutions to be provided.
- Recommend fixes for systems vulnerabilities in design or otherwise for application systems and network infrastructure.
- Suggest changes/modifications in the Security Policies and Security Architecture including Network and Applications of the Bank to address the same.

d) Submission of Preliminary Draft Report of IS Audit Findings:-

- Auditor has to submit a preliminary draft report of the IS Audit findings as per the report format mutually agreed with the Bank.

e) Review & Acceptance of Preliminary Report

- Auditor is required to discuss the preliminary report findings / observations / recommendations /suggestions with the Bank prior to finalization and acceptance of the same by the Bank.

PHASE II

a) Final Reports of IS Audit Findings

- Subject to the feedback given by the Bank on the preliminary report, the auditor has to submit the Final report and Certificate for Completion of IS Audit as per the scope of IS Audit.
- The Final reports of the IS Audit findings have to be submitted, as detailed in the following paras of this Tender Document.

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b) Review & Acceptance of Final Report by the Bank

- The Report shall be accepted on complying with the formats of Audit Report as mentioned in the RFP and acceptance of the audit findings.

PHASE III

a) Compliance Review

- An exercise to review the compliance with the IS audit findings and recommendations will be undertaken by the IS Auditor within reasonable time from the date of completion of Phase II. 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 IS Audit reports.

b) Certification for Compliance & Final Sign Off

- On completion of the compliance review process and before final sign off, the vendor will provide the Bank an ISA compliance certificate including Certificates as per RBI guidelines.

5. Deliverables

(i) The deliverables are as under

- The Auditors shall understand the current IT Setup / processes involved in the Bank and the industry prevailing standards, Regulatory guidelines etc.
- Submission of Audit Plan, procedures and methodology for each component of I S audit, Vulnerability Assessment and Penetration Testing of Bank's I C T infrastructure in locations/offices housing various applications as per the scope of audit mentioned in para 1 within two weeks of signing of acceptance of purchase order.
- The audit report should be mapped with the scope of work defined above, for each site, service, system, devices, etc.
- IS Audit / VAPT to be scheduled and conducted in such a way that there is no business downtime.
- The audit of the web applications shall be in line with compliance to OWASP and/or any other globally accepted Application Security Framework.
- The application security audit report shall contain 'best practices on secure coding' as this will help the application developers of the bank to adhere to the best security practices.
- In case of VAPT, only licensed tools have to be utilized 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 firm.
- 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, vulnerabilities found and solutions / recommendations (emergency quick fix solutions as well as long term solutions based on industry standards) to address the same with supporting Security/administrator Handbooks. The report shall also include risk

categorization and the details of test conducted along with methodology, screen dumps, test cases, etc.

- Auditors to guide the auditee department in rectification of vulnerabilities/ risks identified, if any.
- 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 and the nomenclature should be as required by the bank. After full remediation, the hash generated in the live environment shall be made a part of the audit report to preserve integrity/version control of the application.
- 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. 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. Auditor report shall include Risk Analysis, asset-wise Proof of Concept (PoCs) and relevant recommendations to mitigate the risk including references to circulars/documentation/OWASP/SANS, etc. Audit evidences collected and working notes/checklists to be submitted as appendix along with the final audit report.
- Compliance audit to be conducted to verify rectification of vulnerabilities not only for the observations of the current audit, but also of the previous audit to enable the closure of issues.
- Compliance audit is to be conducted along with retesting until full remediation which may involve multiple iterations.
- The checklists updated and evidences/PoCs collected during the audit process are to be shared with Bank's Inspection Department for their reference and for submission to RBI and other Regulatory Authorities, as and when required.
- Dedicated Single Point of Contact (SPOC) to be available (both onsite / offsite) during the entire contract period for conduct of audit and to clarify on compliance issues / to guide the Bank for closure of vulnerabilities.
- The entire process of audit and submission of interim report of all areas as per scope/RFP to be completed within reasonable time, as stipulated by the Bank from time to time.
- The final reports after completion of compliance audit pertaining to IS Audit, Vulnerability Assessment and Penetration testing shall be within reasonable time of submission of ATR by the Bank.
- Audit Reports/Certificates required by Regulatory Authorities, shall be submitted, as per the timeline stipulated by them and in the manner acceptable to them.
- Other deliverables as given in RFP document and its amendment/s.

Bank will, on an ongoing basis, review the performance of the Security Auditor and ensure appropriate action is taken in case any deficiencies were noted therein. For example, system(s)/application(s)/infrastructure that were subjected to audit, ceteris paribus, if 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 will qualify as a deficiency in discharge of function by the Security Auditor.

(ii) IS Audit Report :

- Audit Report should be submitted individually for assignments entrusted on adhoc basis.
- Broadly the Audit Report should contain observations/recommendations keeping the undernoted points in view: -

- Gaps, Deficiencies, Vulnerabilities observed in audit. Specific observations shall be given for each site, service, application, server, system, devices, etc. indicating name and address.
 - Risks associated with gaps, deficiencies, vulnerabilities observed.
 - Analysis of vulnerabilities and issues of concern.
 - Recommendations for corrective action.
 - Category of Risk : Critical/Very High/ High/Medium/ Low.
 - Summary of audit findings including identification tests, tools used and results of test performed during IS Audit.
 - Report on audit covering compliance status of the previous Audit.
- All observations shall be thoroughly discussed with process owners before finalization of report.
- IS Audit report should be submitted in the following order:
- Location
 - Domain/Module
 - Hardware
 - Operating Systems
 - Application
- Audit report shall incorporate a certificate that the report covers every area specified in the Work Order and Tender Document.
- As indicated earlier, the IS Audit Reports have to be submitted in two stages Preliminary draft report has to be submitted at the end of Phase I & Final Report during Phase II. Both the sets of reports would comprise of the following parts :

A. Executive Summary

- An Executive Summary should form part of the Final Report, Objectives of Audit, Scope of the Audit, Audit Period, Approach and Acknowledgement, Details of Auditors involved and Tools used, Disclaimers, Restrictions and Interpretation of Risk Level. It shall also detail the positive findings (No Gap found) for various tests conducted.

B. Detailed Findings/Checklists with Risk Analysis

- Detailed report on each audit conducted covering the Summary of Significant Observations, Statistical analysis based on severity of vulnerabilities and whether they are repeated/persisting since previous audit and Conclusion.
- Detailed findings of the IS Auditor will be brought out in this report, covering in detail all aspects viz.
- Identification of gaps/vulnerabilities in the systems Identification of threat sources
 - Identification of Risk
 - Identification of inherent weaknesses
 - Servers/Resources affected with IP Addresses etc.
- Report should classify the observations into Critical /Non Critical category and assess the category of Risk Implication as Critical / Very High / High / Medium / Low Risk based on the impact.

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C. In Depth Analysis of findings /Corrective measures & suggestions

- The report shall also present In-depth Analysis of each of the findings in respect of each of the affected applications/servers/devices/location as under:
 - ❖ System / Device /Application Name
 - ❖ Asset ID/ URL / IP Address
 - ❖ Operating System/Platform
 - ❖ Database
 - ❖ Owner Department/Section
 - ❖ Vulnerability Name
 - ❖ Vulnerability description
 - ❖ Impact Risk rating
 - ❖ CVE and other Reference ID
 - ❖ Proof of concept (PoC)
 - ❖ Ageing since previous audit cycles
 - ❖ Observations and Recommendations
 - ❖ Corrective measures and suggestions with appropriate references.
- Findings of the entire IS Audit process should be critically analyzed and controls should be suggested as corrective /preventive measures for strengthening / safeguarding the IT assets of the Bank against existing and future threats in the short /long term.
- Report should contain suggestions/recommendations for improvement in the systems wherever required.
- If recommendations for risk mitigation /removal could not be implemented as suggested, alternate solutions to be provided.
- Also, if the formal procedures are not in place for any activity, the process and associated risks may be evaluated and recommendations be given for improvement as per the best practices.
- The various checklist formats, designed and used for conducting the IS Audit as per the scope, should also be included in the report separately for Servers (different for different OS), DBMS, Network equipment, security equipment etc., so that they provide minimum domain wise baseline security standard /practices to achieve a reasonably secure IT environment for technologies deployed by the Bank.
- The reports should be substantiated with the help of snap shots/evidences /documents etc. from where the observations were made.

D. Compliance Audit

Detailed Report on Compliance Verification status of previous as well as current Audit observations to be submitted .

(iii) Documentation Format

- All documents shall be in plain English.
- All documents shall be handed over signed, legible, neatly and robustly bound on A-4 size good-quality paper.
- Soft copies of all the documents properly encrypted in MS Word / MS Excel and PDF format with digital signature, shall be submitted along with the hard copies.
- The audit observations shall be additionally uploaded in Bank's portal, if required by the Bank, for compliance updation by respective teams.

7. Jurisdiction

Any dispute arising out of this order will be governed under Indian Law and shall be subject to the jurisdiction of Courts of Law in Chennai, Tamil Nadu.

Ref: IB/I&A/RFP/01/2023-24

Date: 08.09.2023

8. Other Terms and Conditions

The terms and conditions specified in the work order dated shall be treated as part and parcel of this Agreement.

Further the IS Auditor agrees on the following

- 01) Visit by RBI Staff (recognize the right of the RBI to conduct an inspection of service provider of Bank and its books and accounts by one or more of its officers or employees).
- 02) Submission of EPF paid details of the outsourced employees to Bank.
- 03) The workers employed by the IS Auditor are provided adequate salary as per Minimum Wages Act, medical and PPF facilities etc. as applicable.
- 04) Contingency Plans, Testing thereof to Maintain Business Continuity (BCP)
- 05) Departments at Corporate Office would review the financial and operational conditions of the IS Auditor to assess their ability to continue to meet their outsourcing activities.

Whatever not specifically mentioned herein, is subject to the terms and conditions of the Work order cited above.

8. Liquidated Damages and Penalty:

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 Service Provider under the terms and conditions of the contract and its amendments and the Service Provider shall be liable to pay the Bank as liquidated damages at the rate of Rs.500/- for delay of every week or part thereof. Once the penalty crosses Rs.10,000/-, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.

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 Service Provider either as per the Contract, executed between the Bank and the Service Provider pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the Service Providers.

9. Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

WITNESS:

In witness whereof, the Parties have caused this agreement to be signed by their duly authorised representatives as of the date first written above.

For INDIAN BANK

For M/s

Name: _____

Name:

Designation: _____

Designation:

Witness:

Witness:

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ANNEXURE-XIII
Performance Security Format

Bank Guarantee No.

Date:

To: INDIAN BANK,
Chennai,
INDIA:

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated to conduct IS Audit of Indian Bank's ICT infrastructure (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to issue a Guarantee in your favour on the request of the Supplier:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of Rs..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the IS Auditor to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20__

Signature of Authorized Official with Seal

.....
Date.....202...
Address:
.....
.....

NOTE:

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