



## REQUEST FOR PROPOSAL (RFP)

### FOR

**(Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy)**

RFP Reference No.	<b>GEM/2026/B/7111666</b>
RFP Issuance Date	14.01.2026
Last Date of request for Queries/ Clarifications	19.01.2026
Date and time of Pre-Bid Meeting	20.01.2026
Last Date and time for receipt of bids	04.02.2026– 3.00 pm
Date and time of opening Technical bids	04.02.2026– 3.30 pm

**Issued by:**

IS Audit Cell,  
Inspection & Audit Department,  
Head Office, No.66 Rajaji Salai, Chennai 600 001  
Phone: 25278716 / 12  
Email: [isaudit@indianbank.co.in](mailto:isaudit@indianbank.co.in)  
Website: <https://www.indianbank.in>

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

SI	Particulars	Timeline
1	<b>Issuance Date of RFP</b> (Date of RFP Issuance)	14.01.2026
2	<b>Last Date of request for Queries/ Clarifications</b> (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	04.02.2026 Format for seeking clarification is enclosed as Annexure-IX.
3	Pre-bid Meeting Date and Venue Details	<i>20.01.2026 at 03:00 PM.</i> through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their queries (as per format) along with their details at <i>isaudit@indianbank.co.in</i> on or before <i>19.01.2026</i> Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	<b>Last Date of Submission/ Closing Date in Online &amp; Offline Mode</b> (Last Date of Submission of RFP Response)	<i>04.02.2026 at 3.00 pm.</i> for both online bid and offline document submissions. 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, 1st Floor, No.66 Rajaji Salai, Chennai 600 001
5	<b>Eligibility cum Technical Bid Opening Date &amp; time</b>	<i>04.02.2026 at 3.30 pm</i>
7	<b>Date of Online Reverse Auction</b>	Will be intimated to technically qualified bidders through email from GeM after technical evaluation of the bids submitted. H1 Bidder may get eliminated based upon the rule defined in GeM bid for H1 Elimination.



SI	Particulars	Timeline
8	<b>Cost of RFP</b>	Nil
9	<b>Online Bid Submission Details</b>	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal.</p> <p>The documents listed below in SI.No 10 only to be submitted in offline physical mode.</p>
10	<b>Documents to be submitted physically by Bidders (Offline Mode)</b>	<p>Bid Security (EMD) for <i>Rs.2.00 lakhs</i> to be submitted in the form of DD / Bank Guarantee (BG/eBG 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).</p> <p>Alternatively, bidders can transfer the EMD amount in the following account number through NEFT/ RTGS/ IMPS/ UPI etc. one day prior to bid submission date:</p> <p>Account No.: 743848138            Account Name: <i>INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</i>            IFSC Code: <i>IDIB000H003</i>            Branch: <i>Harbour</i></p> <p>Mode of submission: (Offline for DD or BG/ Online for e-transfer or eBG)</p>
11	<b>RFP Coordinator</b>	<ol style="list-style-type: none"> <li>1. Mr. Prabhat Chandra Mishra            Assistant General Manager            Phone: 044-2527-8706</li> <li>2. Sri Soumya Ranjan,            Indian Bank,            Chief Manager,            Phone: 044-2527-8712</li> </ol> <p><i>HO:Inspection &amp; Audit Department  IS Audit Cell,  No. 66, Rajaji Salai, Chennai 600 001.</i></p>

The RFP document can also be downloaded from: Bank's website: <https://www.indianbank.bank.in> and Government e- Market Place (GeM) portal

Further, clarifications, modifications and date of extensions, if any, will be published in the Bank's website and GeM portal 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** through **Government e- Market Place (GeM) portal** 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 (GeM) portal. The commercial bid submitted on GeM portal at the time of submission of technical bid will be treated as online sealed bid. Subsequently Technical bids submitted by all the bidders will be evaluated and commercial bid of only technically qualified bidders will be opened and reverse auction will be conducted among the technically qualified bidders after elimination of H1 bidder (in case technically qualified bidders are more than 3).
  1. Bidders should enrol/ register themselves on Government e-Market Place (GeM) portal before participating in bidding. 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 deviation 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 (along with 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 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 with prior notice or intimation.

**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 and 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) Terms & Abbreviations:

#### **Regulatory & Standards**

- RBI – Reserve Bank of India
- Master Direction – RBI's consolidated guidelines on IT Governance, Risk, Controls & Assurance Practices (Nov 7, 2023)
- CERT-In – Indian Computer Emergency Response Team
- ISO/IEC – International Standard for Information Security Management Systems
- DPDP Act – Digital Personal Data Protection Act, 2023
- DPDP Rules – Digital Personal Data Protection Rules, 2025

#### **Audit & Governance**

- IS Audit – Information Systems Audit
- CSA – Comprehensive Cyber Security Audit
- ITGC – IT General Controls
- ITGRC – IT Governance, Risk & Compliance
- SOP – Standard Operating Procedure
- SoA – Statement of Applicability (ISO control mapping)
- VAPT – Vulnerability Assessment & Penetration Testing



- BCP/DR – Business Continuity Planning / Disaster Recovery
- CCMP – Cyber Crisis Management Plan
- DPO – Data Protection Officer
- RACI – Responsible, Accountable, Consulted and Informed

#### **Technology & Tools**

- CBS – Core Banking Solution
- SIEM – Security Information and Event Management
- IAM/PIM – Identity & Access Management / Privileged Identity Management
- RBAC – Role-Based Access Control
- SoD – Segregation of Duties
- API – Application Programming Interface
- GRC Tools – Governance, Risk & Compliance platforms (e.g., ServiceNow GRC, RSA Archer)
- ACL/Galvanize, IDEA – Audit analytics tools for automated control testing
- TCO – Total Cost of Ownership

#### **Procurement & Evaluation**

- GeM – Government e-Marketplace
- GTC/STC/ATC – GeM General Terms & Conditions / Special Terms & Conditions / Additional Terms & Conditions
- TEC/PMC – Technical Evaluation Committee / Project Monitoring Committee
- QCBS – Quality & Cost Based Selection (not used here; Pure L1 adopted)
- L1 – Lowest Price Bidder among technically qualified bidders
- EMD – Earnest Money Deposit
- PBG – Performance Bank Guarantee
- LD – Liquidated Damages

#### **Data Protection & Privacy**

- Consent Manager – DPDP-defined entity for managing user consent
- Logs Retention – Minimum one-year retention of personal data/traffic/processing logs (DPDP requirement)
- Cross-Border Transfer – Data transfer outside India subject to DPDP restrictions
- Children's Data – Data of individuals under 18 years requiring parental consent

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.*



### 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 GeM 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 GeM Portal 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.

## SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for **Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

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 GeM portal or from the Bank's website [www.indianbank.in](http://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.

## 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 1<sup>st</sup> April 2020, erstwhile Allahabad Bank merged into Indian Bank and the integration of CBS systems of both the banks was completed.

In the last 117 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 30<sup>th</sup> Sep 2025, Bank's total Global business reached Rs.13.97 Lakh Cr. consisting of Deposits at Rs.7.77 Lakh Cr and Advances at Rs.6.20 Lakh Cr.

As on 30<sup>th</sup> Sep 2025, Bank has Pan-India network with 27,119 touch points including 5955 Brick & Mortar branches including 3 Overseas Branches and 1 IBU, 5565 ATMs/BNAs, 15,598 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 is to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus is 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 Solution and 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 Digital Banking Omni Channel Platform (Mobile Banking/Internet Banking), Digital Lending Platform, Cloud/Containerised Platform and an integrated mobile application (Indsmart) having various functionalities.

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.

**For further details, please visit Bank's website [www.indianbank.bank.in](http://www.indianbank.bank.in)**

## SECTION – I

### **REQUEST FOR PROPOSAL (RFP)**

Indian Bank is a Public Sector Bank, headquartered at Chennai. Bank has Pan-India network with 27,119 touch points including 5901 Brick & Mortar branches including 3 Digital Banking Units, 5565 ATMs/BNAs, 15,598 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 30<sup>th</sup> Sep 2025, Bank's total Global business reached Rs. 13.97 Lakh cr consisting of Deposits at Rs.7.77 Lakh Cr and Advances at Rs.6.20 Lakh Crores.

Bank's Information Systems and Security processes are certified with ISO 27001:2013 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.

Bank is interested in **Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enrol/ register themselves on GeM portal before participating in bidding. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through GeM portal.** 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 **consultancy services**, as specified in Part-I as per the following procedure:

1. Bidders should apply through GeM 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. After Technical Evaluation commercial bids of only technically qualified bidders will be opened and reverse auction will be conducted among the technically qualified bidders after elimination of H1 bidder (in case technically qualified bidders are more than 3). The L1 Bidder will be finalized based upon the price obtained after completion of reverse auction process.

4. Part-I (as per Section-V – Technical Bid) & 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 15<sup>th</sup> 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 and subsequent revision Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19/07/2024 & its clarifications/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-III.
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 or entitlement to more than fifteen percent of capital or profits of the partnership;
- 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.



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After technical evaluation, intimation/alert will be given to all qualifying bidders about the date and time of reverse auction for the commercial through GeM portal.

**Note: The tender cannot be split.**

## 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. Objective

Indian Bank seeks to engage a qualified consulting firm to:

1. Review and reframe the IS Audit Policy, Framework, SOPs, audit scope and checklists in alignment with RBI's IT Governance, Risk, Controls & Assurance Master Direction (Nov 7, 2023), CERT-In Comprehensive Cyber Security Audit Policy Guidelines (Jul 25, 2025), ISO/IEC 27001:2022, and the Digital Personal Data Protection Act, 2023 (DPDP) with the DPDP Rules, 2025.
2. Design and document an ITGRC Audit Framework with implementation roadmap consistent with the RBI Directions (Ch. II–VI) and sector best practices.
3. Recommend an Automated IS Audit/Control Testing Tool and a bank-fit automation strategy; draft the comprehensive RFP for procurement of the tool (GeM-ready).
4. Design the scope, audit framework, SOPs and checklists for CBS Functionality Audit (end-to-end process, parametrization, integrations, GL impact, stress/latency, access & SoD, audit trails).
5. Draft a data integrity validation approach (source-to-target reconciliation across CBS and satellite systems).

#### 3. Regulatory & Standards Context

The engagement, policies and frameworks shall explicitly map to and comply with the following:

- ⇒ RBI Master Direction on IT Governance, Risk, Controls & Assurance Practices (Nov 7, 2023): Governance roles (Board/ITSC), IT Services Mgmt, Third-Party, Capacity/Project Mgmt, Change/Patch/Data Migration, Audit Trails, Access Controls, Teleworking, Metrics, IS Audit.
- ⇒ CERT-In Comprehensive Cyber Security Audit Policy Guidelines (Jul 25, 2025): Auditor independence, audit planning/execution/reporting, CVSS/EPSS scoring, evidence handling, confidentiality and quality control.
- ⇒ ISO/IEC 27001:2022—Annex A (93 controls; 11 new controls): Threat intelligence, cloud services, ICT BC readiness, configuration management, data deletion, data masking, DLP, monitoring, web filtering, secure coding.
- ⇒ DPDP Act, 2023 and DPDP Rules, 2025 (phased enforcement): Notice & consent, breach notifications to the DPDP Board and affected individuals (as applicable once core Rules commence), minimum "one-year" retention of personal data/traffic data/processing logs (subject to other legal retention), children's data (verifiable parental consent), and cross-border transfer governance (subject to Government restrictions).

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⇒ GeM General Terms & Conditions (GTC), Special Terms & Conditions (STC), and Additional Terms & Conditions (ATC) for services procurement.

#### 4. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/Video Conference/ Skype/ Web-ex on **20.01.2026 at 03:00 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 **19.01.2026**.

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

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 GeM portal and informed vide mail to the bidders who have raised queries.

#### 5. 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 and in the GeM Portal and 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.

#### 6. 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.

## 7. Commercial Bid

- I. The Bank will finalize commercials through Online Reverse Auction after evaluation of Part I after giving due notice to the technically qualified bidders.
- II. The calling for quote does not confer any right on a bidder for being awarded any purchase order.

## 8. 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.

## 9. 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 (BG / eBG) 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 2,00,000/- (Rupees Two 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.

## 10. Bid Submission & Evaluation

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

### 10.1 Submission Format

- ❖ Cover Letter
- ❖ Eligibility Documents (work orders, completion certificates)
- ❖ Technical Proposal
- ❖ Commercial Proposal (as per GeM format)
- ❖ Declarations (independence, non-blacklisting etc.)
- ❖ Compliance Statements (RBI/ISO/DPDP mapping approach)
- ❖ Team CVs

### 10.2 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.

### 10.3 Eligibility Criteria

SI	Short Description of Eligibility Criteria	Support Documents to be submitted (Annexure)
1	<p>The Applicant should be a</p> <ul style="list-style-type: none"> <li>❖ Company registered under Companies Act, 1956/2013 OR</li> <li>❖ LLP registered under Limited Liability Partnership Act, 2008 OR</li> <li>❖ PSE/PSU/Government Organization and should have been operating for at least five years in India, as on date of submission of bid.</li> </ul>	<p>Copies of the following:</p> <ul style="list-style-type: none"> <li>❖ Certificate of Incorporation, Certificate of Commencement of Business, Memorandum and Articles of Association and / or Copy of Registered Partnership Deed;</li> <li>❖ Legal Entity Identifier (LEI) Certificate;</li> <li>❖ PAN Card</li> <li>❖ GST Certificate</li> <li>MSE Certificate, if applicable</li> </ul>

SI	Short Description of Eligibility Criteria	Support Documents to be submitted (Annexure)												
2	<p>The applicant should</p> <p>(i) not have negative Networth as on their last Financial Year End Date and also their Networth should not have been eroded by more than 30% cumulatively in their last three financial years, viz., 2022-23, 2023-24 &amp; 2024-25;</p> <p>(ii) Have an average annual turnover of at least <b>Rs. 25 crores</b> from consulting activities in India over the last three financial years of the applicant. The average shall be calculated as the sum of the annual turnover for the last three financial years divided by three.</p> <p><b>However, for applicants registered as MSEs under MSME Act or recognized Start-ups under Start-up India initiative, the following relaxation shall apply:</b></p> <ul style="list-style-type: none"> <li>Minimum average annual turnover of at least <b>Rs. 12.5 crore</b> from consulting activities in India over the last three financial years. The average shall be calculated as the sum of the annual turnover for the last three financial years divided by three. <i>(The applicant must provide valid proof of MSE registration or Start-up India recognition)</i></li> </ul>	<p>Copies of</p> <ol style="list-style-type: none"> <li>Audited Annual Report for 3 years.</li> <li>Certificate from the Chartered Accountant in the prescribed format</li> <li><b>For MSE/Start-up:</b> Copy of valid registration certificate under MSME Act or Start-up India recognition certificate</li> </ol>												
3	<p><b>Experience:</b></p> <ol style="list-style-type: none"> <li>5 Assignments in last 3 years in IS/CS/ITGC/ITGRC Audit/Consultancy; <math>\geq 5</math> projects in last 3 years in BFSI Sector.</li> <li>At least 2 functionality audit/design engagements of CBS application.</li> <li>At least one Automation project carried out related to Governance/Risk/Audit/Compliance.</li> </ol>	Work orders / Completion certificates (Annexure VI(B))												
7	<p><b>Resources:</b> Applicant shall have minimum 1 resource under each of the following category.</p> <table border="1" data-bbox="319 1799 975 1980"> <thead> <tr> <th>SI</th><th>Profession/ Domain</th><th>Qualification</th><th>Experience in Domain</th></tr> </thead> <tbody> <tr> <td>1</td><td>IS/CS/ITGC SME</td><td>CISSP/CISM</td><td><math>\geq 8</math> yrs</td></tr> <tr> <td>2</td><td>IT Risk SME</td><td>CRISC/CISA</td><td><math>\geq 8</math> yrs</td></tr> </tbody> </table>	SI	Profession/ Domain	Qualification	Experience in Domain	1	IS/CS/ITGC SME	CISSP/CISM	$\geq 8$ yrs	2	IT Risk SME	CRISC/CISA	$\geq 8$ yrs	<ol style="list-style-type: none"> <li>PART I – Capability and Experience Details.</li> <li>Detailed CVs (Annexure VI(B))</li> </ol>
SI	Profession/ Domain	Qualification	Experience in Domain											
1	IS/CS/ITGC SME	CISSP/CISM	$\geq 8$ yrs											
2	IT Risk SME	CRISC/CISA	$\geq 8$ yrs											



SI	Short Description of Eligibility Criteria				Support Documents to be submitted (Annexure)
	3	CBS Audit SME	CISA/CIA/ISO 27001 LA	≥5 yrs	
	4	Automation Lead	Any top RPA/Automation & DevOps Certification	≥5 yrs	
	5	IT Governance Professional	COBIT/ITIL V4/ISO 27001 LI	≥5 yrs	

#### 10.4 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).

#### 10.5 Commercial Evaluation

- Technical bids submitted by all the bidders will be evaluated and commercial bid of only technically qualified bidders will be opened and reverse auction will be conducted among the technically qualified bidders after elimination of H1 bidder (in case technically qualified bidders are more than 3).
- The comparison of prices among the bidders shall be based on the Total Cost of Project (TCP) quoted covering the entire scope of work as per the Tender documents, inclusive of all applicable taxes and all other cost/charges. Bidder has to quote the Total Cost of Project (TCP) inclusive of taxes, in the commercial offer as well as at the time of reverse auction.
- Bidder, whose quote is the least, shall be treated as the successful bidder.
- The lowest (L1) price arrived at on evaluation of the Commercial Bids/Reverse Auction or any price lower than the same, as negotiated by the Bank with L1 bidder, will be considered.
- The finalized prices will be frozen for the period of contract and the Bank, at its discretion may entrust the assignment in full or parts at the same price and terms, as per its requirements.

#### 10.6 Presentations & Clarifications

- ↳ Shortlisted bidders may be called for presentation/demos.
- ↳ Site visits/interviews may be conducted.

#### 10.7 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.

- b) 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.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.
- d) Bank may seek clarification at the time of evaluation.

#### **10.8 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.

#### **11 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.

## 12 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.

## 13. 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.

## 14. 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

#### Scope of Work (Phase-wise)

##### Phase 1 — Planning & Kick-off (T to T+1 week)

- ⇒ Project kick-off, governance setup, stakeholder mapping, T-based master schedule; RACI, communication cadence, escalation matrix.
- ⇒ Define confidentiality protocols and access management.
- ⇒ Inventory of artefacts to be reviewed (policies, SOPs, checklists / methodologies, charters, prior reports, templates) with a clear deliverable register.

**Deliverables:** Project Plan, RACI, Communication Plan, T-linked Master Schedule, Artefact Inventory Register.

##### Phase 2 — Review, Gap Assessment & Reframing of IS/CS Audit Policy/SOPs; Risk-based ITGRC Audit Framework & Three-Lines-of-Defence Mapping (T+1 to T+6 weeks)

- ⇒ Detailed review & quality assessment of existing audit processes, IS audit charters, policies, SOPs, checklists/methodologies, prior audit reports and templates.
- ⇒ Framework maturity assessment against applicable regulatory bodies and standards: including but not limited to RBI, CERT-In, NCIIPC, SEBI, UIDAI, NPCI, MeitY, ISO/IEC, DPDP, and relevant advisories. CERT-In Cyber Security Audit Policy v1.0 (25.07.2025) to be meticulously followed.
- ⇒ Audit governance structure: roles of Board/Audit Committee, ACE, Senior Management, Head of Internal Audit, Auditee Departments; metrics and dashboards; audit trail; data governance & classification (as applicable to audit evidence).
- ⇒ Evaluation of IS Audit effectiveness and efficiency; recommendations to uplift audit quality.
- ⇒ Develop the Risk-based IC/CS/ITGRC Audit Framework: risk/control taxonomy, control tests and frequency, evidence lifecycle, and reporting standards.
- ⇒ Map IS/CS Audit to the “Third Line of Defence” in line with RBI’s Guidance Note on Operational Risk Management and Operational Resilience; define interfaces with first and second lines.
- ⇒ Scope clarity: explicitly identify areas requiring new development by the consultant and areas where only review is required, with Bank to develop/amend processes/policies/SOPs post-review.
- ⇒ Propose a maturity assessment model (with adoption decision by the Department based on requirements/best practices).

**Deliverables:** Gap Analysis Report with prioritized remediation roadmap; Regulatory compliance/advisory mapping tables; Revised Risk Register; Comprehensive IS/CS Audit Policy & Charter; IS/CS Audit Framework including ITGRC Audit Framework; SOPs; Audit Programs & Checklists; Audit Governance & Three-Lines-of-Defence Mapping; IS Audit effectiveness report.



### Phase 3 — IS/CS/ITGRC Audit Automation Strategy & Software/Tool Procurement for automated control testing (T+1 to T+8 Weeks)

- ⇒ Process discovery for automated control testing in IS/CS/ITGRC Audit (Use Cases).
- ⇒ Audit Tool landscape & evaluation (functional/technical).
- ⇒ Automation reference architecture: Governance, security, roles & responsibilities, connectors blueprint and evidence lifecycle.
- ⇒ RFP preparation for procurement of Automated Is Audit Tool with clear objectives, scope, functional & technical requirements, evaluation framework, SME support during technical evaluation up to selection (except commercial/TCO determination).
- ⇒ GeM-conformant terms.
- ⇒ Support in phase 0 of the implementation of the procured software/tool.

**Deliverables:** Automation Strategy Document, Comparative Tool Evaluation Matrix, Recommendation Report with business case, Support plan, Tool Procurement RFP (GeM-ready).

### Phase 4 — CBS Functionality Audit Framework (T+1 to T+8 Weeks)

- ⇒ CBS audit readiness assessment and CBS Audit Framework preparation which shall include but not limited to CBS architecture, all modules/ functions/ operations, parametrization, integrations, audit trails/logs, SoD, access controls, report generation, review of CBS issues, resolution of field level issues, data flows with satellite systems/APIs, reconciliation across CBS, stress/latency testing, GL impact validation, API-level reconciliation checks, data integrity checks, application change management, EOD-SOD Operations, Drills, Operations at DC/DR pertaining to CBS etc.

**Deliverables:** CBS Functionality Audit Framework, Audit SOPs & Checklists, test scripts/templates, reporting formats, reporting formats, parameter and mapping validation playbook, Data Integrity Validation Playbook etc..

### Phase 5 — Validation Workshops & Knowledge Transfer (T+8 to T+10 Weeks)

- ⇒ Workshops with IS Audit, IT, Risk/Compliance, pilot walkthroughs, updates.
- ⇒ Regulatory Traceability Matrix mapping every applicable regulation/advisory to actionable controls/tests and supporting evidence (for seamless audits).
- ⇒ Training materials; final validation and sign-off.

**Deliverables:** Finalized documents, training materials, Regulatory Traceability Matrix, KT reports; Final Project Report.

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**Delivery Timelines (Linked to “T” – Date of Execution of the Contract)**

- ⇒ Phase 1: T to T+1 week
- ⇒ Phase 2: T+1 to T+6 weeks
- ⇒ Phase 3: T+1 to T+8 weeks
- ⇒ Phase 4: T+1 to T+8 weeks
- ⇒ Phase 5: T+8 to T+10 weeks

Note:

1. T = Date of execution of Contract documents.
2. Timelines shall be aligned to internal committee calendars and GeM publication windows, and regulatory requirements.



## 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 capability and experience details and commercial bid) 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**

Payments for the consultancy job will be milestone payments with billing on Quarterly basis, based quarterly IS Audit Plan for the year mutually agreed in advance.

Milestone	Deliverables	% of Contract
M1	Phase 2 (Reframing of IS/CS Audit Policy/SOP and inclusion of ITGRC Audit Framework)	30%
M2	Phase 3 (IS/CS/ITGRC Audit Automation Strategy & Tool Procurement)	30%
M3	Phase 4 (CBS Functionality Audit Framework)	30%
M4	Phase 5 (Validation Workshop and KT)	10%

### **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 fifteen (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.

- ⇒ Document turnaround: drafts within agreed milestones; review cycles ≤10 business days.
- ⇒ Workshop frequency: per phase (≥2); final validation session (≥1).
- ⇒ Responsiveness: stakeholder queries ≤3 business days.
- ⇒ Defect remediation: major ≤5 business days; minor ≤10 business days.

## 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 one year from the date of signing the contract.

## 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 0.5% of the contract price for delay of every week or part thereof. Once the penalty crosses 10% of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit. For parallel deliverables, LD will be applicable to that particular deliverable. Ex: If Phase 2 is in time but there is delay in Phase 3 even if parallel, then the LD will be applicable to Phase 3.

- ⇒ 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 and GeM portal.

## 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 5% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for 15 months (period of contract + 3 months) with further 3 months 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.



#### 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, SLA and NDA

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



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

## 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.

## 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-XII) 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) DPDP Compliance**

Notices/consent design, breach notification processes/tools, minimum one-year retention of personal data/traffic/processing logs, erasure post-purpose unless longer retention is required by law, children's data safeguards, cross-border transfer controls and display of DPO/contact on applicable artefacts.

### **30) 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.

### **31) 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.

### **32) 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.

### 33) 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.

### 34) Delivery Schedule

The entire project of audit shall be completed as per the undernoted schedule:

Phase	Deliverables	Indicative Timeline
Phase 1	↓ Project Plan, RACI, Communication Plan, T-linked Master Schedule, Artefact Inventory Register.	T* + 1 Week
Phase 2	↓ Gap Analysis Report with prioritized remediation roadmap; Regulatory compliance/advisory mapping tables; Revised Risk Register; Comprehensive IS/CS Audit Policy & Charter; IS/CS Audit Framework including	T+1 to T+6 Weeks.



Phase	Deliverables	Indicative Timeline
	ITGRC Audit Framework; SOPs; Audit Programs & Checklists; Audit Governance & Three-Lines-of-Defence Mapping; IS Audit effectiveness report.	
Phase 3	↓ Automation Strategy Document, Comparative Tool Evaluation Matrix, Recommendation Report with business case, Support plan, Tool Procurement RFP (GeM-ready).	T+1 to T+8 Weeks
Phase 4	↓ CBS Functionality Audit Framework, Audit SOPs & Checklists, test scripts/templates, reporting formats, reporting formats, parameter and mapping validation playbook, Data Integrity Validation Playbook etc..	T+1 to T+8 Weeks
Phase 5	↓ Finalized documents, training materials, Regulatory Traceability Matrix, KT reports; Final Project Report.	T+8 to T+10 Weeks

\*T: Date of execution of contract documents

### 35) Working Days

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

### 36) Implementation of Services

The successful bidder shall provide all the services specified hereunder 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.

### 37) 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.

### 38) 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.

### 39) 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.

### 40) 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.

## 41) GENERAL TERMS AND CONDITIONS

### 41.1 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/false/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 and GeM portal.

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.

### 41.2 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.

#### 41.3 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.

#### 41.4 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.

#### 41.5 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.

#### 41.6 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.

#### 41.7 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.

#### 41.8 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.

#### 41.9 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.

#### 41.10 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.

## SECTION - IV

### INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

#### **1.1. SUBMISSION OF BIDS THROUGH GeM 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 Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents in support of Capability and Experience Details.
- d. Relevant brochures
- f. Compliance to Capability and Experience as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender.

*(\*Please refer checklist under Annexure of this tender for more details)*

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. Unless specified in this RFP, **every document submitted online 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.

#### **1.2. 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.

### 1.3. 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) 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).

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption from Cost of Bid document as asked in RFP.

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 **04.02.2026 - 3.00 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 Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy**" and the words '**DO NOT OPEN BEFORE 04.02.2026 03:30 PM**'.

### 1.4. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit GeM portal or banks Website.

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

## SECTION-V

## PART I – Technical Bid

Date:

**To:**

The Deputy General Manager  
 Indian Bank  
 Head Office, 1 Floor  
 Inspection & Audit Department  
 66, Rajaji Salai, Chennai – 600001

**Subject:**

Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

SI	Details
1	Name of the Consulting Organization
2.a	Registered Office / Head Office
2.b	Office at Chennai (if any)
3	Constitution
4	Year of Incorporation
5	CERT-In Empanelment Status (if applicable) – Date of Empanelment & Expiry

**6. Financial Details for Last 3 Years**

Financial Year	Turnover (₹)	Turnover from IS/CS/ITGRC Audit/ Consulting Activities (₹)	Net Profit / Loss (₹)	Net Worth (₹)
2022-23				
2023-24				
2024-25				

**7. Partner / Director Details**

SI	Name	Designation	Professional Qualification	Validity of Certification	Experience in IS/CS/ITGRC/CBS Functionality/IS Audit Automation (Brief)	Role in Engagement (Task / Module)

## 8. Key Employee Details

Sl	Name	Designation	Professional Qualification	Validity of Certification	Experience in IS/CS/ITGRC/CBS Functionality/IS Audit Automation (Brief)	Role in Engagement (Task / Module)

## 9. Relevant Experience Details

Sl	Client Name & Address	Nature of Work	Date of Work Order	Project Details (Name, Scope & Deliverables)	Completion / Expected Completion	Period	Value (i)	Contact Person & Details	Team Size with Role

## Declarations & Undertakings

- ⇒ We confirm that we have the capability and willingness to deploy competent resources at Bank's Head Office in Chennai and Pan-India, at short notice, for timely completion of assignments.
- ⇒ We confirm that a **dedicated Single Point of Contact (SPOC)** will be available (onsite/offsite) throughout the engagement for coordination and compliance guidance.
- ⇒ We confirm that we have \_\_\_\_\_ **employees**, of which \_\_\_\_\_ **personnel** meet the eligibility criteria as detailed in Table 8 above.
- ⇒ We comply with all requirements, specifications, and terms mentioned in the RFP and submit supporting documents as per Annexures (V-VII).
- ⇒ We agree to the timelines, payment terms, and confidentiality obligations, including DPDP compliance, CERT-In norms, and RBI Master Direction requirements.
- ⇒ We undertake to abide by all contractual terms and conditions and confirm that the details provided herein are true to the best of our knowledge.

### For:

(Office Seal)

### Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email ID: \_\_\_\_\_



**PART – II**

**Commercial Bid**

(Price bid along with Breakup to be submitted with Technical Bid in a separate envelope)

Date:

The Deputy General Manager  
Indian Bank  
Head Office, 1 floor,  
Inspection & Audit Department,  
No.66 Rajaji Salai, Chennai – 600001

Dear Sirs,

**Sub: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

We submit hereunder the price breakup details for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy, as per the specifications.

**PRICE SCHEDULE:**

Milestone (a)	Deliverables (b)	% of Contract (c)	Amount (₹) (d)	Taxes (₹) (e)	Amount inclusive of Taxes (₹) (f)
M1	Phase 2 (Reframing of IS/CS Audit Policy/SOP and inclusion of ITGRC Audit Framework)	30%			
M2	Phase 3 (IS/CS/ITGRC Audit Automation Strategy & Tool Procurement)	30%			
M3	Phase 4 (CBS Functionality Audit Framework)	30%			
M4	Phase 5 (Validation Workshop and KT)	10%			
<b>Total Cost (in figure)</b>					



<b>Total Cost (in words)</b>				
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### PRICE STATEMENT:

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

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 are not as per market prices.

Commercial Evaluation will be based on Total Cost of Project (TCP) quoted, (including the cost of additional man-days on estimate basis). However, payment will be for the actual work done, viz., on the basis of amount quoted per instance under Column (f) of above table.

Number of instances / asset count 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.

Total Cost of Project (TCP) for the entire contract period, inclusive of all duties, levies, freight, insurance, warranty, etc. and exclusive all applicable taxes, is Rs..... (in figures) Rupees ..... (in words).

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

### Commercial Declaration

We hereby declare and confirm the following:

1. Bid Validity: Our bid shall remain valid for a period of 120 (One Hundred Twenty) days from the date of submission, as stipulated in the RFP.
2. Earnest Money Deposit (EMD): We acknowledge that EMD is exempt under the GeM procurement process and confirm compliance with this requirement.
3. Performance Bank Guarantee (PBG): Upon award of the contract, we undertake to furnish a Performance Bank Guarantee equivalent to 5% of the contract value, valid for the entire project duration plus an additional 60 days, in accordance with the RFP terms.
4. Liquidated Damages (LD): We agree to the imposition of Liquidated Damages at the rate of 0.5% of the milestone value per week of delay, subject to a maximum cap of 10% of the total contract value, as per the conditions specified in the RFP.
5. Acceptance of GeM Terms: We confirm our unconditional acceptance of the GeM General Terms and Conditions (GTC), Special Terms and Conditions (STC), and Additional Terms and Conditions (ATC) applicable to this engagement.



For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

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(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, 1 floor,  
Inspection & Audit Department,  
No.66 Rajaji Salai, Chennai – 600001

Dear Sir,

**Sub: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy, 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 Schedule of Requirements.

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.

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

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.

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 one year 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 also understand that the Bank reserves the right to call for RFP from consulting organizations with similar terms and / or revised terms at its own discretion to include additional consulting 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.

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

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 this .....day of ..... 202..

Signature .....

.....  
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....  
.....  
.....  
.....  
Mobile:

Email

**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, 1 floor,  
Inspection & Audit Department,  
No.66 Rajaji Salai, Chennai – 600001

Date:

Dear Sir,

**Sub: Request For Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

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/IRDAI/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.

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

We/our sister concerns have not undertaken statutory audit of the Bank presently or in the last one year as on 31.03.2025.

We/our sister concerns are presently not undertaking VAPT / Application Security Testing / API Security Testing / Baseline Configuration Review / Source Code Review exercise or any other assignment of the Bank (including consultancy services), which will be have potential conflicts of interest with the proposed IS Audit assignment/s of the Bank.

We have not undertaken IS audit of the Bank in the last two years.

We have not provided any GRC Solution or Tools for conducting IS Audit or involved in any automation project related to IS/CS Security/Audit in Bank in last two years.

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 and latest emerging technologies in BFSI Sector like cloud / containerized environment / virtualization / Software Defined Data Network (SDDN), DevOps and automation techniques, etc.

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 declared in Snapshot Information Form published on CERT-In's website. 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.

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

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.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

### 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, 1 floor,  
Inspection & Audit Department,  
No.66 Rajaji Salai, Chennai – 600001

Date:

Dear Sir,

**Sub: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) No. \_\_\_\_\_ floated for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

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 Issue of Tender Documents free of Cost and Exemption on submission of bid security, as MSE benefits in response to your RFP floated, as referred above.

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, Cancelation of Notification of Award/Work Order/contract (if issued any), Blacklisting & debarment from future tender/s etc.

For M/s \_\_\_\_\_

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

**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 their Letterhead)*

To  
The Deputy General Manager  
Indian Bank  
Head Office, 1 floor,  
Inspection & Audit Department,  
No.66 Rajaji Salai, Chennai – 600001

Date:

Dear Sir,

**Sub: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

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:**

ANNEXURE-V
CHECKLIST FOR THE RFP

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

**Sub: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. GEM/2026/B/7111666 dated 14/01/2026 floated for Engagement of Consultant for Comprehensive IS/CS Audit & ITGRC Framework Design, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm the following:

SI	Short Description of Eligibility Criteria	Support Documents to be submitted (Annexure)	Submitted (Yes/No)	Write whenever required (figures)	Compliance by our Organisation
1	<p>The Applicant should be a</p> <ul style="list-style-type: none"> <li>❖ Company registered under Companies Act, 1956/2013 OR</li> <li>❖ LLP registered under Limited Liability Partnership Act, 2008 OR</li> <li>❖ Registered Partnership Firm under Partnership Act, 1932 OR</li> <li>❖ PSE/PSU/Government Organization and should have been operating for at least five years in India, as on date of submission of bid.</li> </ul>	<p>Copies of the following:</p> <ul style="list-style-type: none"> <li>❖ Certificate of Incorporation, Certificate of Commencement of Business, Memorandum and Articles of Association and / or Copy of Registered Partnership Deed;</li> <li>❖ Legal Entity Identifier (LEI) Certificate;</li> <li>❖ PAN Card</li> <li>❖ GST Certificate MSE Certificate, if applicable</li> </ul>			

SI	Short Description of Eligibility Criteria	Support Documents to be submitted (Annexure)	Submitted (Yes/No)	Write whenever required (figures)	Compliance by our Organisation
2	<p>The applicant should</p> <p>(i) not have negative Net worth as on their last Financial Year End Date and also their Net worth should not have been eroded by more than 30% cumulatively in their last three financial years, viz., 2022-23, 2023-24 &amp; 2024-25;</p> <p>(ii) Have an average annual turnover of at least <b>Rs. 25 crores</b> from consulting activities in India over the last three financial years of the applicant. The average shall be calculated as the sum of the annual turnover for the last three financial years divided by three.</p> <p><b>However, for applicants registered as MSEs under MSME Act or recognized Start-ups under Start-up India initiative, the following relaxation shall apply:</b></p> <p>Minimum average annual turnover of at least <b>Rs. 12.5 crore</b> from consulting activities in India over the last three financial years. The average shall be calculated as the sum of the annual turnover for the last three financial years divided by three. <i>(The applicant must provide valid proof of MSE registration or Start-up India recognition)</i></p>	<p>Copies of</p> <ul style="list-style-type: none"> <li>↳ Audited Annual Report for 3 years</li> <li>↳ Certificate from the Chartered Accountant in the prescribed format</li> <li>↳ For MSE/Start-up: Copy of valid registration certificate under MSME Act or Start-up India recognition certificate</li> </ul>			

SI	Short Description of Eligibility Criteria	Support Documents to be submitted (Annexure)	Submitted (Yes/No)	Write whenever required (figures)	Compliance by our Organisation																							
3	<b>Experience:</b> <ol style="list-style-type: none"> <li>5 Assignments in last 3 years in IS/CS/ITGC/ ITGRC Audit/Consultancy; <math>\geq</math> 5 projects in last 3 years in BFSI Sector.</li> <li>At least 2 functionality audit/design engagements of CBS application.</li> <li>At least one Automation project carried out related to Governance/ Risk/ Audit/ Compliance.</li> </ol>	Work orders / Completion certificates (Annexure VI(B))																										
4	<b>Resources:</b> Applicant shall have minimum 1 resource under each of the following category. <table border="1" data-bbox="219 1089 674 1722"> <thead> <tr> <th>S I</th><th>Profession / Domain</th><th>Qualification</th><th>Experience in Domain</th></tr> </thead> <tbody> <tr> <td>1</td><td>IS/CS/IT GC SME</td><td>CISSP/CISM</td><td><math>\geq</math>8 yrs</td></tr> <tr> <td>2</td><td>IT Risk SME</td><td>CRISC/CISA</td><td><math>\geq</math>8 yrs</td></tr> <tr> <td>3</td><td>CBS Audit SME</td><td>CISA/CIA/ISO 27001 LA</td><td><math>\geq</math>5 yrs</td></tr> <tr> <td>4</td><td>Automation Lead</td><td>Any top RPA/Automation &amp; DevOps Certification</td><td><math>\geq</math>5 yrs</td></tr> <tr> <td>5</td><td>IT Governance Professional</td><td>COBIT/ITIL V4/ISO 27001 LI</td><td><math>\geq</math>5 yrs</td></tr> </tbody> </table>	S I	Profession / Domain	Qualification	Experience in Domain	1	IS/CS/IT GC SME	CISSP/CISM	$\geq$ 8 yrs	2	IT Risk SME	CRISC/CISA	$\geq$ 8 yrs	3	CBS Audit SME	CISA/CIA/ISO 27001 LA	$\geq$ 5 yrs	4	Automation Lead	Any top RPA/Automation & DevOps Certification	$\geq$ 5 yrs	5	IT Governance Professional	COBIT/ITIL V4/ISO 27001 LI	$\geq$ 5 yrs	1. PART I – Technical Bid. 2. Detailed CVs (Annexure VI(B))		
S I	Profession / Domain	Qualification	Experience in Domain																									
1	IS/CS/IT GC SME	CISSP/CISM	$\geq$ 8 yrs																									
2	IT Risk SME	CRISC/CISA	$\geq$ 8 yrs																									
3	CBS Audit SME	CISA/CIA/ISO 27001 LA	$\geq$ 5 yrs																									
4	Automation Lead	Any top RPA/Automation & DevOps Certification	$\geq$ 5 yrs																									
5	IT Governance Professional	COBIT/ITIL V4/ISO 27001 LI	$\geq$ 5 yrs																									

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

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

**ANNEXURE-VI(A)**  
**COVER PAGE**

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

**Date:**

**To,**

The Dy. General Manager (I&A),  
CO: Inspection & Audit Department  
HO Building, 1<sup>st</sup> Floor, 66 Rajaji Salai, Chennai  
PIN- 600 001 TN

**Subject: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: Your RFP No. GEM/2026/B/7111666 dated 14/01/2026**

Dear Sir/Madam,

We, the undersigned, have read and understood all the terms and conditions of the Request for Proposal (RFP) referenced above, including all annexures and clarifications issued by Indian Bank.

1. We hereby offer to undertake the assignment in full conformity with the RFP.
2. We are submitting our Technical and Financial Proposals as per the guidelines provided in the RFP.
3. We declare that the information provided in the proposal and all supporting documents is true and correct to the best of our knowledge and belief.
4. We agree to bear all costs associated with the preparation and submission of this proposal.
5. We undertake to remain bound by this proposal for a period of **120 days** from the bid submission deadline.
6. We understand that you are not bound to accept the lowest or any proposal and that you may annul the bidding process at any time without incurring any liability to the bidders.

We look forward to a successful association with Indian Bank.

Yours faithfully,

For [Name of the Bidder Company/LLP]

**Signature**

(Name of Authorized Signatory)

(Designation)

(Seal of the Company)

**Encl:** Technical Proposal & Financial Proposal as per RFP.

**ANNEXURE-VI(B)**
**Experience and Capability Details**

*(To be submitted on the letterhead of the bidder)*

**Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

**Part A – Past Experience & Project Reference Details**

**Purpose:** Demonstrate relevant track record in IS Audit/ITGRC/CBS/Automation/GRC tooling.

*(Attach copies of Work Orders / Completion Certificates for each project as per eligibility & evaluation criteria)*

Sl	Client Name & Address	Nature of Work	Date of Work Order	Project Details (Name, Scope & Deliverables)	Completion / Expected Completion	Period	Value (i)	Contact Person & Details	Team Size with Role

**Case Study Format**

Context and Objectives	
Approach & Tools used	
Key Results	
Artifacts Submitted	

**Part B – Capability / Qualification Details**

**Purpose:** Evidence of team competence and role coverage.

*(Attach CVs for each Partner / Director / Key Employee)*

**Partner / Director Details**

Sl	Name	Designation	Professional Qualification	Certification Validity	Years of IS Audit / ITGRC Experience	Role in Engagement (Task / Module)



### Employee Details

Sl	Name	Designation	Professional Qualification	Certification Validity	Years of IS Audit / ITGRC Experience	Role in Engagement (Task / Module)

**NB:** IS/CS/ITGC SME ( $\geq 8$  yrs), CBS Audit SME ( $\geq 5$  yrs), Automation Lead ( $\geq 5$  yrs), IT Risk SME ( $\geq 8$  yrs), IT Governance Professional ( $\geq 5$  yrs).

### Format of Curriculum Vitae (CV)

(To be attached for each resource mentioned above)

Field	Details
1. Name of the Person along with Designation/Role in Organization	[Provide details here]
2. Profession	[Provide details here]
3. Date of Birth	[Provide details here]
4. Nationality	[Provide details here]
5. Technical & Academic Qualifications (with year of passing)	[Provide details here]
6. Membership of Professional Societies (with validity period, if applicable)	[Provide details here]
7. Certifications (Ex.ISO 27001 Lead Auditor/Implementor)	[Provide details here]
8. Service in this Organization Since (Date)	[Provide details here]
9. Previous Employment Record (Organization, From, To)	[Provide details here]
10. Total Experience	[Provide details here]
11. Key Assignments in Last 3 Years (Client Organization, Month & Year, Details of Assignment)/Relevant Project Highlights.	[Provide details here]
12. Responsibilities in this engagement	[Provide details here]
13. Availability and FTE Commitment	[Provide details here]

### Signature of Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE- VI(C)

### Executive Summary

*(To be submitted on the letterhead of the bidder)*

#### **Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

- ⌚ **Methodology:** [High-level approach for all phases.]
  
  
- ⌚ **Team Structure:** [Key roles and experience.]
  
  
- ⌚ **Key Differentiators:** [Unique strengths, tools, or accelerators.]
  
  
- ⌚ **Delivery Plan:** [Timeline summary and milestones.]

#### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

---

### ANNEXURE- VI(D)

#### Methodology & Work Plan

*(To be submitted on the letterhead of the bidder)*

#### **Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

- ⦿ **Phase-wise Approach:** [Activities and outputs for Phases 0–5.]
  
- ⦿ **Project Plan:** [Gantt chart or timeline with milestones.]
  
- ⦿ **Risk & QA Measures:** [Risk register, mitigation strategies, quality assurance steps.]

#### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE- VI(E)

### Deliverables Traceability

*(To be submitted on the letterhead of the bidder)*

**Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

We provide herewith a table mapping RFP deliverable to our proposal sections and planned completion dates:

RFP Deliverable	Proposal Section	Planned Completion Date

**Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE- VI(F)

### Regulatory & Standards Alignment

(To be submitted on the letterhead of the bidder)

**Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

**Purpose:** Clause/control-level mapping to prove compliance.

**Narrative mapping to**

- ⌚ **RBI Master Direction (Nov 7, 2023)** – Governance, ITSM, Risk, BCP/DR, IS Audit.

**Sample Table: RBI Master Direction**

Clause	Requirement	Bidder's Approach	Evidence
[ ]	[ ]	[ ]	[ ]

- ⌚ **ISO/IEC 27001:2022 Annex A** – 93 controls, 11 new controls.

- ⌚ **DPDP Act & Rules (2025)** – Notice/consent, breach reporting, logs retention.

- ⌚ **CERT-In Guidelines** – Audit evidence, independence, CVSS/EPSS scoring.

**Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

## ANNEXURE- VI(G)

### Automation Strategy

*(To be submitted on the letterhead of the bidder)*

#### **Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

- ⌚ **Scope & Coverage:** Processes for automation (Ex. change mgmt, patching, CBS checks).
- ⌚ **Reference Architecture:** Data extraction, rule libraries, dashboards.
- ⌚ **DPDP Compliance:** Consent lineage, breach workflows, logs retention, erasure workflows.

#### **Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

---

**ANNEXURE- VI(H)**

**Assumptions & Dependencies**

*(To be submitted on the letterhead of the bidder)*

**Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** Your RFP No. GEM/2026/B/7111666 dated 14/01/2026

- ⦿ **Access Requirements:** Systems, data, stakeholders.
- ⦿ **Sample Sizes:** For validations or pilot runs.
- ⦿ **Dependencies:** Client resources, approvals, third-party integrations.

**Signature of Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure – VI(I)**  
**GeM Readiness Declaration**  
*(To be submitted on the bidder's letterhead)*

**Subject:**

RFP for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref:** RFP No. GEM/2026/B/7111666 dated 14/01/2026

**Declaration**

We hereby confirm the following:

**1. GeM Registration:**

- ⇒ GeM Seller ID: \_\_\_\_\_
- ⇒ Validity of Registration: \_\_\_\_\_

**2. Compliance with GeM Terms:**

We unconditionally accept and agree to abide by:

- ⇒ GeM General Terms & Conditions (GTC)
- ⇒ Special Terms & Conditions (STC)
- ⇒ Additional Terms & Conditions (ATC) applicable to this procurement.

**3. Ability to Contract & Deliver:**

- ⇒ We confirm our capability to execute the contract through GeM portal as per the prescribed process.
- ⇒ We undertake to deliver services in accordance with GeM guidelines, timelines, and service-level requirements.

**4. Supporting Documents Attached:**

- ⇒ Copy of GeM Registration Certificate
- ⇒ Screenshot of active GeM profile
- ⇒ Any other relevant compliance document

**Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal & Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**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 Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

**Ref: RFP No.** GEM/2026/B/7111666 dated 14/01/2026

(Amount in Rs.)

<b>F Y</b>	<b>Turnover</b>	<b>Turnover from IS/CS/ITGRC Audit/ Consulting Activities</b>	<b>Net Profit or Loss</b>	<b>Net worth</b>
<b>2022-23</b>				
<b>2023-24</b>				
<b>2024-25</b>				
<b>Avg.</b>				

Signature & Seal of Chartered Accountant

Regn. No. of Firm with ICAI

UDIN:

**ANNEXURE-VIII**

**BID SECURITY FORM**

To  
The Deputy General Manager  
Indian Bank  
Head Office, 1 floor,  
Inspection & Audit Department,  
No.66 Rajaji Salai, Chennai – 600001

Date:

Whereas..... (*Hereinafter called “the Bidder”*) who intends to submit its bid..... for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy. (*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.



GeM Bid Ref: GEM/2026/B/7111666

Date: 14.01.2026

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity i.e. upto 120 days and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**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

### ANNEXURE-IX

#### Pre-Bid Query Format

(to be provided in MS-Excel format)

**Sub: Request for Proposal for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.**

**Ref: RFP No. GEM/2026/B/7111666 dated 14/01/2026**

Bidder's Name:

SI	Page No in RFP	RFP Section/ Clause/ Para No.	Description	Query details

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

SI	Name	Designation	Section	Contact No. / Email id

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

**ANNEXURE-X**

**Contract Form**  
(To be submitted on Non - Judicial Stamp Paper)

**THIS AGREEMENT** is made the .....day 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 Consultant) having its Registered Office at ..... (City and Country of Consultant) (hereinafter called “the Consultant”) 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 Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy. and has accepted a bid by the Consultant 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 1 year.

**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 Consultant as hereinafter mentioned, the Consultant 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 Consultant 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 Consultant are as under:

### Key Deliverables

- ↓ Project Plan, RACI, Communication Plan, T-linked Master Schedule, Artefact Inventory Register.
- ↓ Gap Analysis Report with prioritized remediation roadmap; Regulatory compliance/advisory mapping tables; Revised Risk Register; Comprehensive IS/CS Audit Policy & Charter; IS/CS Audit Framework including ITGRC Audit Framework; SOPs; Audit Programs & Checklists; Audit Governance & Three-Lines-of-Defence Mapping; IS Audit effectiveness report.
- ↓ Automation Strategy Document, Comparative Tool Evaluation Matrix, Recommendation Report with business case, Support plan, Tool Procurement RFP (GeM-ready).
- ↓ CBS Functionality Audit Framework, Audit SOPs & Checklists, test scripts/templates, reporting formats, reporting formats, parameter and mapping validation playbook, Data Integrity Validation Playbook etc.
- ↓ Finalized documents, training materials, Regulatory Traceability Matrix, KT reports; Final Project Report.

### 6. Total Value:

Total Cost of Project (TCP) for the entire contract period, inclusive of all duties, levies, freight, insurance, warranty, etc. and exclusive all applicable taxes, is Rs..... (in figures) Rupees ..... (in words).

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

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.

### 7. Delivery Schedule:

The entire process shall be completed as per the Plan mutually agreed and Report shall be submitted within reasonable time as stipulated by the Bank. The entire process to be completed within **180** days. Final report to be submitted within a week of receiving Bank Feedback.

**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: .....

## ANNEXURE-XI

### SERVICE LEVEL AGREEMENT

**THIS Service Level Agreement** is made the .....day of.....202.. between ..... (Name of Consultant) having its Registered Office at ..... (City and Country of Consultant) (hereinafter called “the Consultant”) 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 “Consultant” and “Bank” respectively.

**WHEREAS** the Bank invited bids vide RFP No. ..... for Engagement of Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy and has accepted a bid by the Consultant 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 1 year. Indian Bank has issued work order ref: ..... dated .....

The work order and the related agreements are valid up to 1 year from the date of execution of Contract/Service Level Agreement. Bank reserves the right to call for additional information from the Consultant at any point in time.

### **NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **I. Overview of Scope**

##### **Scope of Work (Phase-wise)**

###### **Phase 1 — Planning & Kick-off (T to T+1 week)**

- ⇒ Project kick-off, governance setup, stakeholder mapping, T-based master schedule; RACI, communication cadence, escalation matrix.
- ⇒ Define confidentiality protocols and access management.
- ⇒ Inventory of artefacts to be reviewed (policies, SOPs, checklists / methodologies, charters, prior reports, templates) with a clear deliverable register.

Deliverables: Project Plan, RACI, Communication Plan, T-linked Master Schedule, Artefact Inventory Register.

###### **Phase 2 — Review, Gap Assessment & Reframing of IS/CS Audit Policy/SOPs; Risk-based ITGRC Audit Framework & Three-Lines-of-Defence Mapping (T+1 to T+6 weeks)**

- ⇒ Detailed review & quality assessment of existing audit processes, IS audit charters, policies, SOPs, checklists/methodologies, prior audit reports and templates.
- ⇒ Framework maturity assessment against applicable regulatory bodies and standards: including but not limited to RBI, CERT-In, NCIIPC, SEBI, UIDAI, NPCI, MeitY, ISO/IEC, DPDP, and relevant advisories. CERT-In Cyber Security Audit Policy v1.0 (25.07.2025) to be meticulously followed.
- ⇒ Audit governance structure: roles of Board/Audit Committee, ACE, Senior Management, Head of Internal Audit, Auditee Departments; metrics and dashboards; audit trail; data governance & classification (as applicable to audit evidence).
- ⇒ Evaluation of IS Audit effectiveness and efficiency; recommendations to uplift audit quality.
- ⇒ Develop the Risk-based IC/CS/ITGRC Audit Framework: risk/control taxonomy, control tests and frequency, evidence lifecycle, and reporting standards.
- ⇒ Map IS/CS Audit to the “Third Line of Defence” in line with RBI’s Guidance Note on Operational Risk Management and Operational Resilience; define interfaces with first and second lines.
- ⇒ Scope clarity: explicitly identify areas requiring new development by the consultant and areas where only review is required, with Bank to develop/amend processes/policies/SOPs post-review.
- ⇒ Propose a maturity assessment model (with adoption decision by the Department based on requirements/best practices).

**Deliverables:** Gap Analysis Report with prioritized remediation roadmap; Regulatory compliance/advisory mapping tables; Revised Risk Register; Comprehensive IS/CS Audit Policy & Charter; IS/CS Audit Framework including ITGRC Audit Framework; SOPs; Audit Programs & Checklists; Audit Governance & Three-Lines-of-Defence Mapping; IS Audit effectiveness report.

### Phase 3 — IS/CS/ITGRC Audit Automation Strategy & Software/Tool Procurement for automated control testing (T+1 to T+8 Weeks)

- ⇒ Process discovery for automated control testing in IS/CS/ITGRC Audit (Use Cases).
- ⇒ Audit Tool landscape & evaluation (functional/technical).
- ⇒ Automation reference architecture: Governance, security, roles & responsibilities, connectors blueprint and evidence lifecycle.
- ⇒ RFP preparation for procurement of Automated Is Audit Tool with clear objectives, scope, functional & technical requirements, evaluation framework, SME support during technical evaluation up to selection (except commercial/TCO determination).
- ⇒ GeM-conformant terms.
- ⇒ Support in phase 0 of the implementation of the procured software/tool.

**Deliverables:** Automation Strategy Document, Comparative Tool Evaluation Matrix, Recommendation Report with business case, Support plan, Tool Procurement RFP (GeM-ready).

#### Phase 4 — CBS Functionality Audit Framework (T+1 to T+8 Weeks)

- ⇒ CBS audit readiness assessment and CBS Audit Framework preparation which shall include but not limited to CBS architecture, all modules/ functions/ operations, parametrization, integrations, audit trails/logs, SoD, access controls, report generation, review of CBS issues, resolution of field level issues, data flows with satellite systems/APIs, reconciliation across CBS, data integrity checks, application change management, EOD-SOD Operations, Drills, Operations at DC/DR pertaining to CBS etc.

**Deliverables:** CBS Functionality Audit Framework, Audit SOPs & Checklists, test scripts/templates, reporting formats, reporting formats, parameter and mapping validation playbook, Data Integrity Validation Playbook etc.

#### Phase 5 — Validation Workshops & Knowledge Transfer (T+8 to T+10 Weeks)

- ⇒ Workshops with IS Audit, IT, Risk/Compliance, pilot walkthroughs, updates.
- ⇒ Regulatory Traceability Matrix mapping every applicable regulation/advisory to actionable controls/tests and supporting evidence (for seamless audits).
- ⇒ Training materials; final validation and sign-off.

**Deliverables:** Finalized documents, training materials, Regulatory Traceability Matrix, KT reports; Final Project Report.

#### Delivery Timelines (Linked to “T” – Date of Execution of the Contract)

- ⇒ Phase 1: T to T+1 week
- ⇒ Phase 2: T+1 to T+6 weeks
- ⇒ Phase 3: T+1 to T+8 weeks
- ⇒ Phase 4: T+1 to T+8 weeks
- ⇒ Phase 5: T+8 to T+10 weeks

#### IV. Conduct of Project

##### (i) Project Management:

The Bank and the Consultant 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.

The Consultant shall understand the current processes involved in the Bank and the industry prevailing standards, Regulatory guidelines etc. and undertake Job in a phased manner as described below:



Phase	Deliverables	Indicative Timeline
Phase 1	↓ Project Plan, RACI, Communication Plan, T-linked Master Schedule, Artefact Inventory Register.	T* + 1 Week
Phase 2	↓ Gap Analysis Report with prioritized remediation roadmap; Regulatory compliance/advisory mapping tables; Revised Risk Register; Comprehensive IS/CS Audit Policy & Charter; IS/CS Audit Framework including ITGRC Audit Framework; SOPs; Audit Programs & Checklists; Audit Governance & Three-Lines-of-Defence Mapping; IS Audit effectiveness report.	T+1 to T+6 Weeks.
Phase 3	↓ Automation Strategy Document, Comparative Tool Evaluation Matrix, Recommendation Report with business case, Support plan, Tool Procurement RFP (GeM-ready).	T+1 to T+8 Weeks
Phase 4	↓ CBS Functionality Audit Framework, Audit SOPs & Checklists, test scripts/templates, reporting formats, reporting formats, parameter and mapping validation playbook, Data Integrity Validation Playbook etc..	T+1 to T+8 Weeks
Phase 5	↓ Finalized documents, training materials, Regulatory Traceability Matrix, KT reports; Final Project Report.	T+8 to T+10 Weeks

#### (ii) Documentation Format

- ⇒ All documents shall be in plain English.
- ⇒ Final report 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, PDF format with digital signature, shall be submitted along with the hard copies.
- ⇒ The other relevant documents should additionally be submitted in MS Excel format prescribed by the Bank and uploaded in Bank's portal, if required by the Bank.

#### V. Deliverables

The deliverables are as given in the RFP document and its amendment/s. Phase-wise details of deliverables with timeline is given under each phase under scope.

#### VI. 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 Consultant 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 Consultant 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)

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05) Departments at Corporate Office would review the financial and operational conditions of the Consultant 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.

#### **VII. 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 Consultant under the terms and conditions of the contract and its amendments and the Consultant shall be liable to pay the Bank as liquidated damages at the rate of 0.5% of the contract price for delay of every week or part thereof. Once the penalty crosses 10% of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.

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.

#### **VIII. 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.

#### **IX. 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.

#### **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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

For M/s \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness:

Witness:

**ANNEXURE-XII(A)**

**Non-Disclosure Agreement**

**THIS AGREEMENT** made and entered into at .....on this the .....day 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**” or “**AUDITEE**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns, of the first part.

**AND**

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “**Consultant**” or which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers, of the second part **WITNESSETH**:

**WHEREAS**

The Bank is inter-alia engaged in the business of banking and intends to engage Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.

M/s..... Limited has been engaged in the business of providing Consultancy services.

The parties have entered into agreement dated \_\_\_\_\_ for providing Consultancy services (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. Definitions**

(a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes,

formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to Bank's products and services. Results of any discussions, interviews, tests, analysis, extracts or usages carried out by the Consultant in connection with the Auditee's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

(b) The term "Bank's products" shall include all such products, goods, services, deliverables, which are subject to studied/analysed by the Consultant under the Agreement.

## 2. Protection of Confidential Information

With respect to any Confidential Information disclosed to it or accessed during the engagement, **Consultant affirms that it shall:**

- (a) Use the Confidential Information solely for performing services under the consultancy scope and in accordance with this Agreement.
- (b) Maintain strict confidentiality and apply security measures at least equivalent to those used for its own confidential information and other clients.
- (c) Not make or retain copies of proprietary materials such as business plans, client lists, proposals, or intellectual property belonging to the Client, except as necessary for the engagement.
- (d) Not make or retain copies of any deliverables, analyses, or reports beyond what is contractually required, without prior written consent of the Client.
- (e) Not disclose or permit disclosure of Confidential Information to any third party without the Client's express written consent.
- (f) Return or securely destroy all Confidential Information (including notes, extracts, analyses, and reproductions) upon (i) termination or expiry of this Agreement, or (ii) Client's written request.
- (g) Not transmit or store Client's data outside India without prior written consent of the Client.
- (h) Use secure methodologies for storage, processing, transit, and analysis of engagement-related data, including secure sharing with the Client.
- (i) Ensure that only personnel declared and approved by the Client (and, where applicable, compliant with CERT-In norms for critical sector engagements) are deployed for consultancy activities.
- (j) Refrain from discussing the nature of this engagement or services with media, public, or any unauthorized person.
- (k) Ensure all employees, subcontractors, or consultants engaged for this assignment sign a mandatory Non-Disclosure Agreement (NDA).

## 3. Onus

Consultant shall bear the burden of proving that any disclosure or use inconsistent with these terms falls within the exceptions listed herein.

#### 4. Permitted Disclosure

Consultant may disclose information to statutory or regulatory authorities (e.g., CERT-In or other government agencies) only when legally mandated, with prior written intimation to the Client.

#### 5. Exceptions

Confidentiality obligations shall not apply to information:

- (a) Independently developed by consultant without reference to Client's data;
- (b) Publicly available without breach of this Agreement;
- (c) Known to Consultant prior to disclosure, as evidenced by records;
- (d) Released in writing by Client from confidentiality restrictions;
- (e) Lawfully obtained from a third party without confidentiality obligations.

#### 6. Remedies

Consultant acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the Client. In such cases:

- Client shall be entitled to seek **specific performance** of confidentiality obligations.
- Consultant shall compensate Client for actual damages and liquidated damages (not exceeding the contract value).
- Client may recover litigation costs, including reasonable attorney fees, incurred to enforce rights under this Agreement. All remedies are cumulative and in addition to any rights under law or equity.

#### 7. Need to Know

Consultant shall restrict disclosure of Confidential Information strictly to its employees and/or subcontractors who have a legitimate need to know for performing services under this Agreement. Consultant shall:

- ⇒ Advise such personnel of confidentiality obligations herein.
- ⇒ Ensure no disclosure to affiliates, subsidiaries, associates, or third parties without prior written consent of the Client.
- ⇒ Ensure that no Client-related information is hosted or transferred outside India under any circumstances without prior written approval.

#### 8. Intellectual Property Rights Protection

No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

## 9. No Conflict

The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

## 10. Authority

The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

## 11. Governing Law

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Chennai.

## 12. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

## 13. Amendments

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

## 14. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

## 15. Severability

It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

## 16. Waiver

Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

## 17. Survival

Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

## 18. Non-Solicitation

During the term and for two (2) years thereafter, Consultant shall not solicit or hire Client's employees or consultants involved in this engagement without prior written consent.

## 18. Dispute Resolution Mechanism

This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty-five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be (please choose the venue of dispute resolution as the city) or where the services are provided. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.

## 20. Term

This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to ..... year.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For INDIAN BANK

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

For M/s \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness:

Witness:

**ANNEXURE-XII(B)**

**NON-DISCLOSURE AGREEMENT**

**(To be executed by employees of Audit Organisation who will be deployed for the assignment)**

As part of Information Systems Security Audit services in the Indian Bank, \_\_\_\_\_ (hereinafter referred to as the "undersigned") appointed by M/s. \_\_\_\_\_ will see processes and certain confidential, proprietary, copyrighted, and/or trade-secret information of Indian Bank or others ("Confidential Information"). With respect to the Confidential Information, the undersigned agrees as follows:

1. Confidential Information means all information in oral and/or written form, or information which a reasonable person will consider as being confidential and proprietary that is provided to or observed by the undersigned during the services and the course of discussions between the parties.
2. The undersigned may use the Confidential Information only for the purposes of consultancy service for Comprehensive IS/CS Audit & ITGRC Framework Design, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy.
3. The undersigned agrees not to disclose the Confidential Information in any manner to anyone other than persons within the undersigned's organization who have a need to know for the purpose set forth above and have agreed to abide by the terms hereof. The undersigned will not disclose the Confidential Information to any third party.
4. Any Confidential Information in whatever form is, as between Indian Bank and the undersigned, the property of Indian Bank and shall remain so at all times. The undersigned will protect as confidential any copies of the Confidential Information that Indian Bank may have permitted the undersigned to make.
5. Nothing in this Agreement shall prohibit or limit the undersigned's use of information and the undersigned can demonstrate the information that is (i) previously known to the undersigned, (ii) independently developed by the undersigned, (iii) acquired by the undersigned from a third party not under similar nondisclosure obligations to Indian Bank, or (iv) which is or becomes part of the public domain through no breach by the undersigned of this Agreement.
6. The undersigned also declares that during the course of business with Indian Bank, he shall not conduct any activity that will affect the course of business of the bank in any way. The undersigned further declares that they will not run any scripts/tools on the servers or any hardware of the bank except those explicitly permitted by the bank and also shall not create any backdoor leaving the bank's assets vulnerable to exploit currently or at any future date
7. No license under any trade secrets, copyrights, or other rights of Indian Bank is granted by this Agreement or any disclosure of Confidential Information hereunder.
8. The undersigned acknowledges that any threatened or actual breach of this Agreement would cause irreparable injury to Indian Bank, for which monetary damages would be inadequate. Accordingly, the undersigned agrees that Indian Bank shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of this Agreement. The undersigned agrees to be responsible for all costs, including but not

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limited to attorney fees, incurred by Indian Bank in any action enforcing the terms of this Agreement.

9. The undersigned shall promptly advise Indian Bank in writing of any unauthorized use or disclosure of Confidential Information of which the undersigned becomes aware and shall provide reasonable assistance to Indian Bank to bring about the cessation of such unauthorized use or disclosure.
10. The undersigned shall not assign this Agreement without the prior written consent of Indian Bank.
11. The Agreement shall become effective on date any Confidential Information is first made available to the undersigned. The provisions hereof shall survive return of the Confidential Information to Indian Bank.
12. This Agreement shall be governed by the laws of India and any dispute relating to it shall be subject to the exclusive jurisdiction of the Chennai Courts.

Agreed and Accepted:

Company \_\_\_\_\_

Signature\_\_\_\_\_

Name:

Title: \_\_\_\_\_

Date \_\_\_\_\_

Agreed and Accepted:

Indian Bank:

Signature\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**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 Engage Consultant for designing of Comprehensive IS/CS Audit & ITGRC Audit Framework, CBS Functionality Audit Framework and IS/CS Audit Automation Strategy. (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 Consultant 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 the .....day 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.