

Request for Proposal (RFP)

for

Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information System Audit of IT Systems and Processes

Ref: A&I/UBI/ISA/2024/01

**Audit & Inspection, Union Bank of India,
7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai - 400005**

Schedule of Events and Bid Details

SN	Description	Information / Requirement
1	Tender Reference Number	A&I/UBI/ISA/2024/01
2	Start Date & Time of issue of RFP / Document download	04.03.2024 at 11.00 Hours
3	Date & Place of Pre-Bid Meeting (Offline /Online):	11.03.2024 at 12:00 Hours Union Bank of India, Audit & Inspection, 7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai - 400005 To receive the link to join the Online Meeting, Bidder has to send request on mail (as given below) on or before 11.03.2024 (11:00 Hours) mohd.anwar@unionbankofindia.bank amarkumar.shende@unionbankofindia.bank
4	Last Date & Time for receipt of queries, if any.	12.03.2024 by 17.00 Hours (Via Email at mohd.anwar@unionbankofindia.bank amarkumar.shende@unionbankofindia.bank)
5	Last Date & Time of Downloading RFP	26.03.2024 at 16:00 Hours
6	Last Date & Time for submission of Bidding Documents	26.03.2024 at 16:00 Hours
7	Date and Time of Technical Bid Opening	26.03.2024 at 16:30 Hours
8	Place of opening of Bids	Union Bank of India, Ground Floor, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai, Pin-400072.
9	Address for communication and contact number	Union Bank of India, Audit & Inspection, 7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai, Pin-400005. Contact Details: 1. Mohammed Anwar Shaik, Mobile:9246165460, E Mail- mohd.anwar@unionbankofindia.bank 2. Amar Kumar Shende, Mobile: 9449058299, E Mail- amarkumar.shende@unionbankofindia.bank
10	Cost of RFP (Non-Refundable)	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.1,500/- for purchasing hardcopy from Audit & Inspection, Union Bank of India Office. The amount should be deposited via NEFT, details are given below: ▪ Account No: 016821980050000, ▪ Account Name: INWARD RTGS, ▪ IFSC: UBIN0901687, ▪ Bank: Union Bank of India.

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11	Earnest Money Deposit (EMD) / Bid Security	<p>Rs. 2,00,000/- (Two lakh rupees) in the form of Demand Draft/Pay order in favour of Union Bank of India payable at Mumbai or BG issued from scheduled commercial bank (other than Union Bank of India) for equivalent amount valid from the date of submission of RFP for a period of minimum 90 days beyond the final bid validity period of 180 days. Bid security (EMD) should be submitted physically on or before last date & time of bid submission to the following address:</p> <p>Union Bank of India, Audit & Inspection, 7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai, Pin-400005.</p>
12	Contact details	<p>Interested Bidders are requested to email their queries to all the email Id's below:</p> <p>Mohammed Anwar Shaik, Mobile: 9246165460 Email - mohd.anwar@unionbankofindia.bank</p> <p>Amar Kumar Shende, Mobile: 9449058299, Email - amarkumar.shende@unionbankofindia.bank</p> <p>Containing following information, so that in case of any clarification same may be issued to them:</p> <p>Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.</p>
13	Pre-Bid Queries	<p>Participating bidders may submit their queries pertaining to the bid as per GeM Guidelines Only.</p> <ul style="list-style-type: none"> • Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal and Bank's website. • No oral or individual consultation shall be entertained. • No reply to any of the queries raised by the vendors shall NOT be considered as acceptance of the query/issue by the Bank.
14	Publication	<p>This document can be downloaded from following websites</p> <p>Bank Website- https://www.unionbankofindia.co.in GeM Portal- https://bidplus.gem.gov.in/bidlists</p> <p>Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded on GeM portal and Bank's website. No individual communication will be sent to the individual bidder. The Bank reserve the right to Cancel or postpone the tender at any stage without assigning any reason whatsoever.</p>

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15	Important Instructions	<p>The bid documents and commercial bid shall be submitted online on GeM portal ONLY as per this RFP document and as per the provisions and terms & conditions of GeM portal.</p> <p>Please make sure that all the documents are properly scanned and are legible to read.</p> <p>Bank Guarantee towards Earnest Money Deposit, NDA and all such Declarations/Forms/Formats/Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the bidder before bid submission timeline Physical Copy as mentioned above, at:</p> <p>Union Bank of India, Audit & Inspection, 7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai -400005.</p> <p>Offline documents shall reach to us within the stipulated timeline.</p> <p>The Envelope containing Offline documents as mentioned above shall contain the name and address of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid’s misplacement or premature opening.</p> <p>The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause(s) of this RFP.</p>
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Note:

1. Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
2. The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder’s responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.
3. This tender document is the property of the Bank & is not transferable.
4. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.

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DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the successful Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary obtain independent advice. Union Bank of India 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. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This document is the property of Union Bank of India and is meant for the exclusive purpose of bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Contents

1. Introduction	8
2. Definition.....	8
3. Objective	9
4. Invitation to Bidders	9
5. Eligibility Criteria	10
6. Systems Description	12
7. Scope of Work	15
8. Web based Audit Package	21
9. Terms of Execution of work	21
10. Project Management	22
11. Proposal Process Management	23
12. Cost of Bidding	23
13. Cost & Currency.....	23
14. Price Validity and Single Point of Contract	23
15. Language of Bid	23
16. Instructions for Bid Submission	23
17. Cancellation of the assignment	34
18. Consequence of Termination.....	34
19. Delay in Bidder's performance.....	34
20. Liquidated Damages	34
21. RFP Ownership	35
22. Proposal Ownership	35
23. Indemnity	35
24. Intellectual Property Rights	37
25. Minimum Wages	37
26. Non-transferable Offer	37
27. Responsibility for Completeness.....	37
28. Force Majeure	38
29. Subcontract	38
30. Conflict of interest	38
31. Notification of Award	39
32. Assignment letter	39
33. Tender / RFP Cancellation	39
34. Governing Law and Disputes	39
35. Limitation on promotion	39
36. Confidentiality	39

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37. Resolution of Disputes	40
38. Annexure A - Letter of Acceptance	41
39. Annexure B - Bidders Profile Format	43
40. Annexure C - Eligibility Criteria.....	45
41. Annexure D - Compliance to RFP terms & Conditions	47
42. Annexure E - Un-priced Commercial Bid.....	48
43. Annexure F - Commercial Bid / Commercial Offer	49
44. Annexure G - Declaration for Compliance	50
45. Annexure H - Undertaking by Bidder	51
46. Annexure I - Confidentiality / Non-disclosure Agreement.....	52
47. Annexure J(a) - References of IS Audits done for Banks.....	57
48. Annexure J(b) - References of Core Banking Application Audits done for Banks ..	58
49. Annexure K - Format of Performance Bank Guarantee	59
50. Annexure L - Bid Security Declaration	62
51. Annexure M - Bid Query Format	63
52. Annexure N - Know Your Employee (KYE) Clause	64
53. Annexure O - Certificate of Waiver for MSE Firms	65
54. Annexure P - Letter for Refund of EMD	66
55. Annexure Q - Format for Bank Guarantee - EMD	67
56. Format - II: CV of Professionals	69
57. Format - III: Scoring chart for Technical Evaluation	70
58. Format - IV: Proposed Methodology & Work Plan	71

1. Introduction

Union Bank of India, a body corporate constituted under the Banking Company (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at #239, Union Bank Bhavan, Nariman Point, Mumbai 400021 (which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) intends to issue this bid document, hereinafter called “RFP”, to eligible Bidders to participate in the competitive bidding for Selection of CERT-In Empanelled Information System Audit Service Provider for Conducting Information System Audit of IT Systems and Processes for Union Bank of India, herein after called the “Bank”.

The bidders desirous of taking up the project for supply of the services for the Bank as per the terms of reference are invited to submit their technical and commercial proposal in response to this RFP. The criteria and actual process of the evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank’s discretion. Bidders have to adhere to the Bank’s requirements outlined in this RFP.

The information provided by the bidders in response to this RFP document will become the property of the Bank and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised through the Bank’s website (as mentioned under General Instructions to Bidders For E-Tendering) and such amendments will be binding on them.

- a) This RFP will be open to the bidders who have the necessary eligibility, experience, capability and expertise.
- b) This RFP is not an offer or recommendation by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the selected bidder.

Each bidder acknowledges and accepts that the Bank may, at its sole and absolute discretion, apply criteria like independent assessment of the market reputation and perception of ability to perform, but not limited to those selection criteria set out in this RFP document. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation or warrant given in this RFP document

The Bank has its operations across India and International presence in Sydney, Dubai, UK and other locations. The Bank caters to its customers from all fields, through its branches and various delivery channels. It has implemented Core Banking Solution (CBS) with Primary Data Centre, Near Site and DR site at Mumbai & Bangalore, etc. All the branches are connected to the Data Centre, through a Wide Area Network by leased lines / VSATs / etc.

2. Definition

- 2.1. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.

- 2.2. 'RFP' means this Request for Proposal prepared by Union Bank of India for Selection of CERT-in Empanelled Information System Audit Service Provider for Conducting Information System Audit of IT Systems and Processes of the Bank.
- 2.3. 'Bidder' means a vendor / service provider submitting the proposal in response to this RFP.
- 2.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 2.6. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.

3. Objective

- 3.1. This RFP seeks to engage a CERT-in empanelled service provider who has the capability and experience for Conducting Information Systems (IS) Audit including Application audit of Core Banking Solution, banking & related applications and to make appropriate recommendations, as covered under the Scope of Work. Carrying out risk analysis of all IT assets of the Bank and preparation of Risk Matrix based on applicable guidelines issued by RBI, Govt. of India etc.
- 3.2. The aim of the RFP is to solicit proposals from qualified bidders for undertaking above detailed assignment.
- 3.3. Bank will not accept any deviations from the terms and conditions specified in the RFP. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

4. Invitation to Bidders

- 4.1. Bank invites proposal from the interested CERT-in empanelled Information System Audit Service Provider for undertaking Information System (IS) Audit of IT Systems and Processes of Bank.
- 4.2. Service provider is expected to establish processes and guidelines along with governance required to ensure that the aimed information system audit is executed smoothly without affecting customer service and having fully complied with regulatory requirements as well as achieving Bank's objective.
- 4.3. In view of the entirety and enormity of information system audit, if any service which essentially forms part of project scope & is not explicitly mentioned in scope of work, will be considered as part of the RFP and the successful bidder will have to provide the same at no additional cost to the Bank. Any later plea by the bidder for excluding / omitting of services on the pretext that same was not explicitly mentioned in the RFP will not be accepted by the Bank.

- 4.4. The bidders will have to make their own travel & lodging / boarding arrangements during contract period for visiting various offices namely Central Office, Central Office Annex, Head Office, DIT, IT Centers, DR sites, NR Sites, Vendor premises (wherever necessary to accomplish the Audit objective), etc. of Bank as part of the project, without any extra cost to the Bank. No reimbursement will be done by Bank in this respect.
- 4.5. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offers together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.
- 4.6. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
- 4.7. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding on such Bidder.
- 4.8. The RFP Document can be downloaded from GeM portal <https://bidplus.gem.gov.in/bidlists> and Bank's Website www.unionbankofindia.co.in .

5. Eligibility Criteria

Only those bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

5.1. The service provider should:

- 5.1.1 Be a registered company under Company Act 1956 or 2013/PSU/PSE/Government Organization/ partnership firm / LLP and should be in existence for last 5 years from the date of RFP. Certificate of Incorporation / Certificate for Commencement of Business / Other relevant documentary proofs are to be submitted.
- 5.1.2 Be a current Legal Entity (Company/Firm /Organization/ Independent subsidiary) in India.
- 5.1.3 Be in business of Information System Auditing in India for last three (3) financial years i.e., 2020-21, 2021-22, 2022-23.
- 5.1.4 Having an Annual Turnover of Rs. 3 (Three) crores or more for each of the last three financial years i.e., 2020-21, 2021-22, 2022-23.
- 5.1.5 The net worth of the Bidder should not be negative as on 31.03.2023 and also should have not eroded by more than 30% in the last three (3) financial years, ending on 31.03.2023. Copies of the Audited Balance Sheet and Profit / Loss Statement of the company is to be submitted.

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5.1.6 Have conducted at least two Information System Audits of Data Centers & other IT Infrastructure of two banks (having minimum 1000 branches in India), including the following aspects, in any of the past three years (i.e., 2020-21, 2021-22, 2022-23):

a) Vulnerability Assessment of servers/IT Security equipment/ Network equipment.

b) External Attack and Penetration Test of equipment's / application exposed to outside world through Internet.

c) Application Audit of entire Core Banking Solution (CBS) in at least two Bank's with a minimum 1000 branches.

d) Information Technology General Controls (ITGC) Audit for IT setup.

5.1.7 Have minimum 5 professionals with CISA/CISM/CISSP/ISO 27001 LA (lead Auditor), LI (Lead Implementor) / CEH or similar qualifications and should be on permanent role of the organization.

5.1.8 Audit team having relevant Auditing experience of minimum 8 year for team lead and minimum 3 years for team members, after the date of relevant qualification, including at least one CISA throughout the Audit period. (Undertaking by bidder)

5.1.9 Have a valid CERT-In empanelment as on the last date of submission of tender.

5.2. The service provider should not:

5.2.1. Be a vendor for Software and/or Hardware of the Bank at Data Centre, Treasury, ATM, Operations, Credit Card Dept, etc. and/or their respective DR Sites.

5.2.2. Be appointed as Consultant or Having participation in implementing or managing IT Applications / Processes, Cyber Security, IT Security and Network & related infrastructure of the Bank. (If involved in any specific activity which does not affect Auditor's Independence for current Audit Assignment may be considered at the discretion of the Bank).

5.2.3. Be an existing IS Auditor (service provider) appointed by the Bank during FY 2023-24. As per the Bank's policy, the IS Auditor will enter into a cooling period of one year, during which he will not be able to participate in the Annual IS Audit program of the bank.

5.2.4. Have been blacklisted, as on the date of tender submission, by any nationalized Bank / RBI /IBA or any other Central / State Government department / agency. The bidding companies or firms should have not been blacklisted by any of the Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their company was blacklisted by any of the government authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/ judgment passed by the Court/ Forum as on date of submission of the tender,

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otherwise the bid will not be considered. It is further clarified that any interim stay Order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/ fulfilling the eligibility criteria under this clause

Note: The service provider must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Copies of relevant documents/certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify/evaluate the claims made by the vendor independently.

5.3. Supporting documents to be submitted:

5.3.1. Copies of certificates of Registration, Incorporation, and commencement of business, etc., as the case may be.

5.3.2. Copies of the audited and published financial reports/ CA certificate for the past three financial years (2020-21, 2021-22, 2022-23).

5.3.3. Letters from the Organizations for which the service provider had conducted Information Systems audit (as stated in para 5.1.6 above) during past three years. Scope of the assignment should be clearly mentioned along with its satisfactory completion.

5.3.4. Letters from the organizations for which the service provider had conducted audit of Core Banking and related application (as stated in para 5.1.6 above) during past three years. Scope of the assignment should be clearly mentioned along with its satisfactory completion.

5.3.5. Resume/Profile of Information Systems Audit professionals (CISA, CISM, CISSP ISO 27001 LA, LI / CEH etc. as stated in para 5.1.7 above) including copies of their relevant certifications, as per the prescribed format.

5.3.6. Self-declaration and Certification to confirm compliance of, as detailed in RFP.

5.3.7. Documentary evidence showing bidder is a CERT-in empanelled IS Auditor.

5.3.8. Any other undertaking as mentioned in RFP.

6. Systems Description

The Bank has several information systems, which are bifurcated into following broad categories, as follows:

6.1. Core Banking related Systems

- i. Bank has implemented Finacle version 10.x as Centralized Core Banking Solution (CBS) from Infosys.
- ii. Bank has set up an Enterprise-Wide Network connecting all branches and offices spread across the country. Modes of connectivity to the branches/offices are combination of MPLS, leased lines, VSATs, etc.

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- iii. Data Centre houses multiple servers hosting critical Core Banking and related applications, Database of financial and non-financial information. As per the operational convenience IT systems are hosted in Mumbai, Hyderabad, and Bangalore and other locations.
- iv. Apart with CBS, Bank has also set up of delivery channels such as ATM, Internet Banking, Mobile banking, UPI, IMPS, BBPS, SMS alerts, etc. All types of delivery channel Systems are integrated with Core Banking systems, observing IT security norms.
- v. Bank has ATMs connected to Bank's ATM Switch, which in turn is integrated with Core Banking Systems. Bank's ATM switch is connected to NFS switch for ensuring ATM sharing arrangements with other banks. All ATMs of the Bank accept VISA/Master/Rupay cards.
- vi. Internet Banking System has separate servers for web, application and database integrated with Core Banking Solution.
- vii. Bank has tie-up with NSDL & CDSL for providing Depository services to its customers.
- viii. As a part of providing Value added services, Bank has tie-ups with many other service providers to facilitate online utility bill payments, Income tax / GST payments, State tax payments, e-commerce, Online trading, etc.
- ix. Fully functional Call center under outsourced arrangement to provide customer service both through Inter-active Voice Response System (IVRS) and Customer service executives.
- x. Bank has Mobile Banking /SMS Banking services, etc.
- xi. In order to secure its Information assets, the Bank has drawn and implemented its IT Security Setup (Security Operation Centre), consisting of firewalls, Network based and Host based intruder detection systems, Network Intrusion Prevention System, two factor authentication systems, anti-virus systems, Patch Management system, Active Directory, Network Access Control systems, etc. Bank has also created VLANs, militarized and de-militarized zones in the process. Along with this IT security appliances are also implemented.
- xii. Bank has outsourced monitoring of the datacenter, network, IT security, ATMs and ATM switch and the respective service providers to monitor the respective systems, using tools / solutions.
- xiii. Bank has Biometric System at all its branches and offices for Finacle (Core Banking System) User Authentication.
- xiv. Bank is having overseas presences as well, including one subsidiary at UK. These offices are also under CBS. IT Systems supporting these branches are hosted at Data Centre, Mumbai.
- xv. Bank has a dedicated UPI Switch for UPI Transactions, Bharat QR 4.0, etc.
- xvi. Bank is having all in Mobile Banking Application connected with ATM Switch, CBS, Call Center, Credit Card, BBPS, UPI, etc.
- xvii. Credit Card Management System for providing credit card services to its customers.
- xviii. Bank has is having Advance API Management Solution which is connected with CBS as well as other IT ecosystems.
- xix. Bank has implemented Video KYC solution & Virtual Banking application as well for its customers.
- xx. Bank is implementing various Digital products /journeys through distinct platform under PROJECT SAMBHAV (separate DC / DR / Near DR).

6.2. Other important Systems housed in Data Centre

- a) Bank has implemented Management Information System (MIS) package for generation of various reports.

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- b) LAS (Lending Automation System) for Credit Processing & Monitoring are also implemented. LAS is integrated with several credit rating agencies for real time fetching of credit report.
- c) Bank hosted its own intranet website - which is accessed by all staff members working in the bank to access information hosted in the web site.
- d) Bank has established a separate system for providing “Cash Management Services” (CMS) (Payment and Collection) to the customers.
- e) Bank has implemented an Enterprise Application Integration system (middleware) to seamlessly integrate Core Banking system with other applications like PFMS, Union Parivar, SWIFT, Treasury package etc.
- f) Bank has implemented Document Management System. All offices/branches of the Bank can access the server to store/retrieve documents.
- g) Bank has implemented centralized web conferencing solutions and Unified Communication solution between different offices/branches.
- h) Bank has implemented centralized digital display solutions of bank’s product information /marquee.
- i) Public Fund Management System for various government bodies.
- j) Bank has implemented modules of Oracle Financial Services Analytical Application (OFSAA).
- k) Financial Inclusion (FI) Gateway and related Systems.
- l) Bank has Implemented Operational Customer Relationship Management solution (OCRM) from Oracle.
- m) Bank uses ‘Oracle General Ledger’ solution for consolidation of Bank’s Balance sheet and other financial statements.
- n) Bank has implemented Microsoft 365 solution for email & other services.
- o) Bank has implemented PeopleSoft HRM package known as Union Parivar.
- p) Bank has Integrated Treasury Management solution by Infosys. The Treasury system is integrated with systems such as Reuters, Bloomberg, Payment system Gateway and also SWIFT.
- q) Bank has established a Payment Systems Gateway and connected it to RBI through INFINET. Bank uses many applications such as SFMS, RTGS, NEFT, etc., through the Payment Gateway System.
- r) Bank uses SWIFT system for securely communicating the financial and non-financial messages with its counterparts internationally.
- s) Bank established a web-based system for distribution of the clearing and ECS data to the member banks.
- t) Bank has also implemented Cheque Truncation System (CTS).
- u) Bank has its own Corporate Website (Hindi/English) published on the Internet.

6.3. Outsourced Activities (Other than those mentioned in above)

- i. Bank has an outsourced arrangement for Credit Card Management System for providing end to end credit services to its customers.
- ii. Bank has outsourced the job of issuance, maintenance and dispatch of debit cards and prepaid cards, Issuance of Pin etc.
- iii. Bank has outsourced Reconciliation of settlements with NPCI, VISA, Master and other networks arising out of ATM/POS/Internet transactions. Vendor uses their systems to upload the data from the Bank/Networks, reconcile the data and provide all the reports as per the requirements.
- iv. Bank has deployed Point of Sale (POS) terminals. Providing end-to- end services relating to POS has been outsourced. Vendor uses their own systems and provides end-to-end

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services to the Bank which includes switching, connectivity to VISA/MASTER/NPCI, Transaction Processing, Monitoring, Risk & Dispute Management, Reconciliation, Merchant Payment Reports, Merchant Management Module, etc.

- v. Bank has outsourced Card Payment Gateway Services which includes switching, Connectivity to VISA/MASTER/NPCI, transaction processing reconciliation, Merchant Payment Reports, Merchant Management Module etc. Bank has also outsourced Control Server services for additional authentication for Debit / Credit Card online transactions as mandated by RBI/VISA/MASTER/NPCI.
- vi. Bank has deployed ATMs under fully outsourced model and other Service Providers which are connected to our Network and ATM switch.
- vii. Bank has an outsourced arrangement for maintaining and managing Reward Point calculation for our Debit and Credit Card transactions carried out at POS/Internet.
- viii. Bank has outsourced the ATM managed services.
- ix. Bharat QR 4.0 (merchant on boarding).
- x. NETC Fast Tag

As a part of audit, in order to achieve the audit objectives, auditor need to visit respective service / solution provider's office/premises to undertake the assessment/review of system being used to facilitate the services to the bank.

7. Scope of Work

7.1. Scope of Work Related to IS (Information Systems) Audit:

The Scope of work is conducting Information System Audit, including Cyber Security Audit of different Information Systems / Applications / Databases / Operating Systems / Security devices, Appliances & Solutions / Network Equipment's / Information Technology (IT) Processes like sharing information through APIs, web services, host to host etc. in use by the Bank, as listed below in Table - 1, including those systems used by other agencies for providing services in respect of activities which are outsourced.

Table - 1		
S.N.	Particulars / Category	Tentative No. of Applications @
1	Critical IT applications / processes (existing)	29
2	Other High & Medium Risk IT applications / processes	58
3	All Vendor related processes	40
4	All External/Internal URLs' and Mobile Applications	96
5	Data Centre Processes	06
6	Low Risk applications (which are not covered above)	55
7	New applications implemented during FY 2023-24	20
8	Project SAMBHAV- Digital Platform*	-
9	Pre-Implementation audits	30
10	Special focus audits	25

* Details provided below under para 7.3 of pre-implementations audit.

@ The tentative list mentioned above is subject to change as per Bank's requirement.

The above-mentioned details are indicative only to provide an overview of Bank's IT environment. Based on the business and regulatory requirements, new applications / systems are being introduced in the Bank. Selected bidder is expected to undertake IS Audit of all such systems, as per the prevailing best practices and regulatory guidelines.

Classification: Public

The IS Audit should be conducted as per the guidelines given by RBI, Govt. of India, NPCI, UIDAI, SEBI, SWIFT, NCIIPC, CERT-In & other regulatory bodies and Bank's IT Security Policies & Procedures, Secure Configuration Documents, Information, Cyber Security and Digital Payment (ICD) Security Policy, Operational Risk Management Policy and other relevant policies of bank along with prevailing ISACA / COBIT / ISO guidelines / Industry best practices.

IS Audit for each of the systems should cover, but not limited to the, following aspects:

- ✓ Physical and Environmental controls
- ✓ Logical access Controls
- ✓ Operating System / Database Review, including Vulnerability Assessment
- ✓ Application Review
- ✓ Business process Review
- ✓ Network and Security Review, including VA and Penetration testing
- ✓ Backup procedure Review
- ✓ Business Continuity/Disaster Recovery plans/practices
- ✓ Review of Outsourced Activities
- ✓ Virus protection and Patch management
- ✓ Review of Basic minimum Configuration applicable for each system as per best practice i.e. Baseline Secure Configuration review
- ✓ Application Security Life Cycle (ASLC) review
- ✓ Secure Code Practice Review
- ✓ API Security review
- ✓ Cloud Security review
- ✓ Cyber Security review
- ✓ Source Code Review
- ✓ Black box testing
- ✓ Vulnerability Assessment and Penetration Tests (VAPT)

The scope also includes conducting Vulnerability Assessment (VA) and Penetration Testing (VAPT), covering Operating Systems, Database, Networking and Security Infrastructure and various on-line applications facing customers, as listed in Table - I above.

7.2. Application Audit

The scope further includes Application Audit (covering functionality of defined rules / parameters and controls within the application) of the Applications used by the Bank. Some applications are named here below:

- Core Banking Solution (Domestic & overseas instances)
- Internet Banking (Domestic & overseas)
- Lending Automation Solution (LAS)
- ATM Switch
- Treasury
- SWIFT
- Email System (Office 365)
- Immediate Payment System (IMPS)
- Financial Inclusion (FI)
- Document Management System (DMS)

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- Enterprise Application integration (EAI)
 - Cheque Truncation System (CTS)
 - Demat
 - Mobile Banking & UPI
 - Mobile Application Development Platform (MADP)
 - Enterprise Fraud Risk Management System (EFRMS)
 - Biometric Authentication System (BAS)
 - Application Programming Interface Management (APIM)
 - Credit Card System
 - PIM solution
 - Trade Finance Solution
 - Oracle GL
 - CR&MIS
 - HRMS Solution
 - C KYC
 - OFSAA & MFTP solution
 - Centralized FI gateway Application, including E-KYC, Demo Auth, AEPS, etc.
 - GSTN
- (Other applications also can be added as per Bank requirement)

Mobile Application / PoS Audit

- Mobile Application Audits of Mobile Banking, Union Parivaar, EKAM, U-Token, Bharat QR Merchant, C-KYC, FI Gateway, LMS and E learning, Union Rewardz, Union Credit Card etc.
- POS Applications for Credit Card / Debit Card
- POS application used for AEPS / Card Based Transaction.

The Audit of Applications will be with reference to:

- ❖ Auditing Application Architecture with respect to the bank's business / operational requirements, adherence to bank's Information, Cyber Security and Digital Payment Security Policy (ICD), OWASP Top 10, Industry best practices, etc.
- ❖ Study of CBS and other applications for adequacy of Input, Processing & Output controls and conduct various tests to verify existence and effectiveness of the controls.
- ❖ Review / Audit the presence of adequate security features in CBS application to meet the standards of confidentiality, reliability, availability and integrity, required for the application supporting business processes.
- ❖ Logical access control, User maintenance and password policies being followed.
- ❖ Authorization mechanism and control such as concept of maker checker, exceptions, overriding exceptions and error conditions.
- ❖ Controls over automated processing / updating of records, review or check of critical calculations such as interest rates, levying of various charges etc., review of the functioning of automated scheduled tasks, batch processes, output reports design, reports distribution, etc.
- ❖ Review of all controls including boundary controls, input controls, communication controls, database controls, output controls and interfaces controls from security perspectives.
- ❖ Review of effectiveness and efficiency of the Applications & Identification of ineffectiveness of the intended controls in the software and analyze the cause for its ineffectiveness.
- ❖ Review of adequacy and completeness of controls

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- ❖ Review of Capacity Utilization.
- ❖ Identify gaps in the application security parameter setup in line with the bank's security policies and leading applicable practices.
- ❖ Auditing, both at client side and server side, including sufficiency and accuracy of event logging, SQL prompt command usage, Database level logging etc.
- ❖ Review of Application Parameterization and Change Management process.
- ❖ Backup / Fallback / Restoration procedures and contingency planning.
- ❖ Review of segregation of roles and responsibilities with respect to application software to improve internal controls.
- ❖ Review of documentation for formal naming standards, design process for job roles, activity, groups and profiles, assignment, approval and periodic review of user profiles, assignment and use of super user access
- ❖ Manageability with respect to ease of configuration, transaction roll backs, time taken for end of day, day begin operations and recovery procedures.
- ❖ Special remarks may also be made on following items - Hard coded user-id and password, Interfacing of software with ATM switch, EDI, Web Server and Other interfaces at Network level, Application-level Recovery and restart procedures.
- ❖ Sufficiency and coverage of UAT test cases, review of UAT defects and tracking mechanism deployed by vendor and resolution including re-testing and acceptance Review of customizations done to the software and the SDLC policy followed for such customization, proposed change management procedure during conversion, migration of data, version control etc.
- ❖ Review of Software benchmark results. Load and stress testing of IT infrastructure performed by the Vendors.
- ❖ Adequacy of Audit trails and meaningful logs.
- ❖ Adherence to Legal and Statutory Requirements.
- ❖ Adequacy of hardening of all Servers & Database and review of application of latest patches supplied by various vendors for known vulnerabilities as published by CERT-in, SANS, etc.
- ❖ Adherence to API Security Controls
- ❖ Adherence to Application Security & Cyber Security related Controls
- ❖ Adequacy of User Access controls at OS / DB / Application for IT systems
- ❖ Adequacy of Password Management related controls at OS / DB / Application for IT system
- ❖ Proper planning for Business Continuity & Disaster Recovery measures

Service Provider / Vendor needs to assess:

- Application-level risks at system and data-level include, system integrity risks relating to the incomplete, inaccurate, untimely or unauthorized processing of data; system-security risks relating to unauthorized access to systems or data; data risks relating to its completeness, integrity, confidentiality and accuracy; system- availability risks relating to the lack of system operational capability; and system maintainability risks in terms of adequate change control procedures.
- As part of documenting the flow of transactions, information gathered should include both computerized and manual aspects of the system. Focus should be on data input (electronic or manual), processing, storage and output which are of significance to the Audit objective.
- Consideration should be given to Audit of application interfaces with other systems or interface of other system with application. The auditor may perform procedures such as a walk-through test.
- Review of Baseline Configuration of the Application.
- Review of Secure code practices.

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- Review controls in relation with those Application Integrated with other applications either in house or third-party application through Web services and Host to Host etc.
- Reserve Bank of India has notified Cyber Security framework vide its circular no. DBS.CO/CSITE/BC.11/33.01.001/2015-16 dated 02/06/2016 Accordingly, Bank's Cyber Security Policy has been framed. Since Cyber Security is distinct, but subset of Information Security with emphasis on Cyber Security aspects, these controls need to be tested as a part of Information Systems Audit. Review of Cyber Security controls and conducting audit as per various advisory issued by RBI or Cert-In from time to time is part of scope of work.
- Auditors need to carry out Audit in reference to Banks IT Security Policy, Cyber Security Policy, Digital Payments Security Policy and RBI Guidelines & RBI Advisories, Government of India rules & regulations / Guidelines issued by local regulator for foreign instances / Master circulars and Industry Best practices.
- As a part of audit, in order to achieve the audit objectives, auditor need to visit the bank's locations as well as respective service / solution provider's office / premises in different geographical locations/cities to undertake the assessment/review of system being used to facilitate the services to the bank.

The scope of work also includes:

- Quarterly review of DR drills for critical applications of the Bank.
- Evaluating completeness of Information Systems Audit Policy, Information, Cyber Security and Digital Payment Security Policy (ICD) etc. Outsourcing policy, or any other Policy of the bank related to IT framework / security controls, etc.
- Quarterly review of Critical IT Security Solutions, Change Management & Incident Management applications.
- Evaluating completeness of Bank's IT Procedures / Guidelines / Documents.
- Evaluating Bank's IT Governance structure - which includes review of policy and regulatory guidelines on governance with particular reference to various committees viz. IT Strategy, IT Steering Committee, Information Security Committee (ISC) etc.
- Providing minimum baseline security standard / practices in a checklist format to be implemented to achieve a reasonably secure IT environment for technologies deployed at the Bank separately for different Information systems, covering OS, Database, Network equipment's, Security equipment's and other relevant aspects of IS Audit. (Reviewing the existing checklists provided by bank and value addition must be there from auditor side - Checklists must be updated regularly to ensure covering regulatory / best practices and it must be specific to the application / process being audited). Wherever regulatory requirements / formats are available, the audit must be taken up in the specified format with value addition)
- Evaluation of Software and Hardware procurement Policy and Maintenance Processes.
- Review of RBI, IT examination report (GAP Assessment of Cyber Security Control).
- The scope of work further includes guiding/helping the Bank staff in putting in place the correct practices and conducting of a Compliance Audit as explained in the Terms of execution of work.
- The scope of work also includes extending training to our IS Audit team with specific reference to understanding scripts to be run on servers, Conducting VAPT, analysing outputs, preparing reports and to share with them all the formats, check lists, scoring sheets, scripts etc. that will be used during the process of IS Audit. Bank's IS Audit team will be attached to the IS Audit team of the selected vendor / service provider, during the course of Audit, for on-the-job training. The IS Auditor (vendor / service provider) should explain, to the bank's team, all the processes, procedures involved in arriving at audit findings including interpretation of outputs generated by various Audit tools.

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- The scope of work includes development of Risk profiles and drawing up of risk matrix taking into account Inherent business risk and effectiveness of the control system for monitoring the risk. Preparation of Risk Matrix should be based upon Risk Analysis of all the Information Systems of the Bank, as per the guidelines issued by RBI and Govt. of India, including following steps:

- Step 1: System Characterization
- Step 2: Threat Identification
- Step 3: Vulnerability Identification
- Step 4: Control Analysis
- Step 5: Likelihood Determination
- Step 6: Impact Analysis
- Step 7: Risk Determination

The Risk Analysis / Risk Matrix will be based on Adequacy of internal controls, business criticality, regulatory requirements, amount or value of transactions processed, if a key customer information is held, customer facing systems, financial loss potential, number of transactions processed, availability requirements, experience of management and staff, turnover, technical competence, degree of delegation, technical and process complexity, stability of application, age of system, training of users, number of interfaces, availability of documentation, extent of dependence on the IT system, confidentiality requirements, major changes carried out, previous audit observations and senior management oversight.

7.3. Pre-implementation Audit

Based on the business requirement, new IT systems / applications / processes are being introduced in the Bank. In order to ensure seamless introduction and to avoid any possible cyber security breach, it is required that Pre- Implementation IS Audit of that Application/ system / process shall be carried out, within specified timeliness. In view of this, selected vendor / service provider is expected to undertake pre-implementation IS Audit of any such application, during the audit period. Broad scope of such Audit but not limited to will be as under.

- a. IT General Controls review
- b. OS review & Database review
- c. Application review / Source Code review
- d. Vulnerability Assessment & Penetration Testing
- e. Baseline Configuration review, etc.

Apart from above, under 'PROJECT SAMBHAV', which is a digital platform with DC/DR/NDR setup, bank is implementing / migrating around 120 new digital products / journeys. This project is being implemented in a phased manner. Accordingly, Pre implementation audits should be undertaken for any new digital product / journey / migration of existing product, implemented by bank under PROJECT SAMBHAV.

Depending upon the nature and usage of system, bidder is expected to undertake IS audit on applicable parameters. Pre-implementation audit as per the Bank's requirement is to be treated as part of scope of work. These items / audits are to be considered as and when request received for any new application, throughout the year and the applications audited in current year under pre-implementation audits, will be added in the list of applications of regular IS audit for next cycle of audit. In case of business requirements, Post Implementation Audits shall also be undertaken as part of the scope.

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7.4. Special System Audits

Based on directions of Top Management of the Bank or directions of Regulator, special system Audits is to be undertaken as part of scope of work by service provider, i.e. SWIFT CSCF Audit, SWIFT Comprehensive Audit, Scalability & Resilience Audit of an IT application/system, System driven NPA identification & Asset classification (as per RBI IRAC&P norms), Thematic Study / Audit of any particular system/process as per UIDAI / SEBI / NCIIPC / CERT-In guidelines, IT Governance review of a particular vertical in the Bank, Compliance Verification for any application / processes, Migration Audit of any application/database, etc.

8. Web based Audit Package

Bank has implemented a web-based Audit Management software for efficient monitoring & control of Audit processes. The selected bidder is expected to upload / record all the Audit observations in the said package / software (i.e. uploading and authorization), post completion of main IS Audit and Compliance Audit, as per the requirements of the Bank.

9. Terms of Execution of work

- a. Bank expect the service provider to conduct IS Audit of the systems, as detailed in the Scope of work in phases / groups or as specified by the Bank.
- b. Non-Disclosure Agreement: The selected bidder will execute an NDA with the Bank as per the specified format.
- c. The selected vendor has to go through the Audit reports of previous two years and has to check whether all the observations are complied. They have to comment on Status of non-complied observations, while undertaking fresh Audit, under this RFP.
- d. During the course of Audit, if the service provider observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement & suggestions for improvement to the notice of the concerned persons. The service provider should also discuss with, guide/help the Bank staff in implementation of the critical and important suggestions / recommendations.
- e. After completion of IS Audit for each phase / group / application or process, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.
- f. Since it will take some time setting right the deficiencies, on the Bank intimating them to do so, the service provider should conduct a Compliance Audit, to confirm setting right of the deficiencies and implementation of the suggestions. The service provider should submit a detailed report after completion of the Compliance Audit.
- g. The reports arising out of the scope of work, should be submitted immediately, as and when audit of one system is completed or at the latest on completion of each phase / group, for each system separately.
- h. Vendor should appoint one dedicated Project Manager (CISA qualified) with at least 3 years of work experience in the domain of Information Security, Cyber Security & IS Audit, who will be responsible for overcall co-ordination and execution of audit program in the Bank.

- i. The holidays of IS Audit team of the selected vendor / service provider, will be as per holiday calendar of the Bank.
- j. For undertaking VA review, OS review & Penetration testing (PT) as part of IS Audit of an application, the service provider should deploy the VA/PT solution/tool at least on 3 machines/systems in the Bank, to expedite the audit processes. Further, the tools / solutions used by the Vendor should be at par with Industry standards. Tools deployed by audit firm in the bank should be compatible with bank's security tools and more particularly with the PIM solution. (Currently Arcon PIM tool is used in Bank)
- k. Vendor will be deploying adequate resources for completing the IS Audit (along with submission of reports) well within the timelines, as per the requirements of the Bank.
- l. The assignment will be for conducting Audit on time. Bank, at its option, will review and entrust the assignment either in full or in part subsequently.
- m. Selected vendor is expected to rotate the auditors based on their expertise in order to maintain quality and independence of assessment.
- n. Deliverables: Detailed IS Audit report (in the agreed format) should be provided which should contain:
 - I. Objective, Scope & Audit methodology adopted.
 - II. Executive Summary - Summary of the audit findings
 - III. Categorization of vulnerabilities based on risk level - The report should classify the vulnerabilities as High/Medium/Low based on the Impact and Ease of Exploitation.
 - IV. Details of the vulnerabilities discovered during the review - The detailed findings should be brought out in the report which will cover the impact along with recommendations to close the gaps / vulnerabilities, OEM specific or based on industry standards & best practices.
- o. The service provider needs to submit
 - I. Application wise E - copy (digitally signed reports) immediately after completion of Main IS Audit and Compliance Audit.
 - II. One set of hard copy (duly signed & stamped) of reports including observations & compliance status for all the applications, post completion of Compliance Audit.
 - III. Soft copy (excel/word) of reports for all applications after Main IS Audit and Compliance Audit.
 - IV. E - copy (digitally signed) for each pre-implementation IS Audit, Special Focus Audit, etc. However, hard copy may be requested as per the regulatory / banks requirement.

10. Project Management

During the execution of Audit, Project Manager from vendor side will be responsible for overcall co-ordination and execution of audit program in the Bank. Details of Audit plan such as schedule date of initiation, execution, completion etc. shall be communicated to Bank well in advance. Audits must be scheduled to ensure proper coverage of all audits including compliance audit in timely manner to complete the entire audit cycle well before closure of the said financial year. Necessary audit staff must be deployed as per bank's requirement duly reviewing the progress at regular intervals.

Along with appointing Project Manager, Service Provider is also required to provide escalation matrix for their organization, to escalate any issue that bank may feel, requires attention of the Service Provider 's Senior Management.

11. Proposal Process Management

Union Bank reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re-submissions from all bidders or clarifications from one or more bidders, or to cancel the process in part or whole. All claims for functional/technical delivery made by the bidders in their responses to the RFP shall be assumed as deliverable within the quoted financials.

12. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13. Cost & Currency

The commercial offer must be made in Indian Rupees only as per Format of Commercial bid specified in RFP.

14. Price Validity and Single Point of Contract

- a. The final price payable to the successful bidder, as stated in the contract shall be firm & is not subject to any change at any circumstances during the contract period.
- b. Initial Contract would be valid for one year and can be further extended at same price for a maximum period of two more years (1+1) subject to satisfactory performance of the IS Auditors. Performance of the auditors would be evaluated annually.
- c. Bank reserves its right to place repeat orders for the assignment in full or in parts (at the same price and terms), as per the business requirements, by addition / deletion of few Information Systems during the price validity period i.e., maximum 3 years which is subject to the Service Provider's performance meeting the Bank's benchmark for IS Audit.
- d. The selected bidder should have a local office in Mumbai (India) and preferably in Hyderabad as well and has to provide details of single point of contact viz. name, designation, address, email address, telephone/ mobile no. etc. for all communications.

15. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

16. Instructions for Bid Submission

16.1. Cost of RFP

- 16.1.1. Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.1,500/- for purchasing hardcopy from Audit & Inspection, Union Bank of India Office. The amount should be deposited

via NEFT, details are given below: Account No: 016821980050000, Account Name: INWARD RTGS, IFSC: UBIN0901687, Bank: Union Bank of India.

16.1.2. The RFP Document can be downloaded from GeM portal <https://bidplus.gem.gov.in/bidlists> and Bank's Website www.unionbankofindia.co.in.

16.1.3. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

16.2. Bid Security/ EMD (Refundable)

16.2.1. The bidder should deposit bid security of Rs.2,00,000/- (Rupees two Lakh Only) in the form of Demand Draft/Pay order in favour of Union Bank of India payable at Mumbai or BG favouring Union Bank of India (issued by any scheduled commercial bank Other than Union Bank of India) for equivalent amount valid from the date of submission of RFP for a period of minimum 90 days beyond the final bid validity period of 180 days. Bid security (EMD) should be submitted physically on or before last date & time of bid submission to the following address: Audit & Inspection, Union Bank of India, 7th Floor, Maker Tower "F", Cuffe Parade, Mumbai - 400005. Same should be uploaded as well at the given website.

16.2.2. In case of bidders registered with NSIC/Udyam Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyam Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure -O in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

16.2.3. The Bank reserves its right to reject the proposal, in the event of non-submission of the bid- security money of Rs. 2.00 lakh.

16.2.4. Other terms & conditions relating to Bid security is as under: • No interest will be payable on the Bid Security amount. • Unsuccessful Bidders' Bid security will be returned after completion of tender process. • Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure P.

16.2.5. Bid Security will be forfeited in the following cases:

- If a bidder withdraws its bid during the period of bid validity; or
- If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.

In case of successful bidder, if the bidder fails:

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- To execute Contract within the stipulated time or
- To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee clause below.

16.2.6. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year, as per the format mentioned in Annexure K, for 3 % of TCO (Total cost of ownership) OR as per prevailing guidelines of Ministry of Finance, Govt. of India, valid for the entire contract period.

16.2.7. Bidder who is claiming waiver of EMD should submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per Annexure - C.

16.3. Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure K, for 3% of TCO (Total cost of ownership) OR as per prevailing guidelines of Ministry of Finance, Govt. of India for the entire period of the contract, with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-completion of task (as per terms of Execution of Work & scope of work covered under para 6, 7, 8, 9, 10 & 11) or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from such successful bidder, will be forfeited.

16.4. Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

16.5. Amendment of Bidding Documents

Prior to the last date for bid-submission, Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

16.6. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The authorized personnel should be authorized by a senior official of the organization having authority.

- All pages of the bid shall be initialled by the person or persons signing the bid.
- Bid form shall be signed in full & stamp affixed.
- Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- The proposal must be accompanied with an undertaking letter duly signed by the authorized personnel providing a bid commitment. The letter should also indicate the complete name and designation of the authorized personnel.

16.7. Two-part Bid

The Bid should be submitted online at the GeM portal <https://bidplus.gem.gov.in/bidlists> by the Bidder. This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidder will have to abide by terms and conditions of GeM portal for participating the bidding process. It should comprise the following components:

The offer will be in two parts - Technical Bid and Commercial Bid. Both parts must be submitted at the same time giving full particulars as per the prescribed formats:

- 16.7.1. **Technical bid - Part I:** "TECHNICAL BID FOR SELECTION OF CERT-IN EMPANELLED INFORMATION SYSTEM (IS) AUDIT SERVICE PROVIDER FOR CONDUCTING INFORMATION SYSTEM AUDIT OF IT SYSTEMS AND PROCESSES".
- 16.7.2. **Commercial Bid - Part II:** "COMMERCIAL BID FOR SELECTION OF CERT-IN EMPANELLED INFORMATION SYSTEM (IS) AUDIT SERVICE PROVIDER FOR CONDUCTING INFORMATION SYSTEM AUDIT OF IT SYSTEMS AND PROCESSES".
- 16.7.3. Any bid document not conforming to any one of the above terms will be rejected.
- 16.7.4. The Technical bid should contain the proof for the eligibility criteria & unpriced technical bid and should contain all information asked for in these documents. It should not contain any price information. However, there should be a confirmation that all required rates have been quoted in Price bid, without showing the actual amounts.
- 16.7.5. In the first stage, EMD/Security Deposit will be reviewed and then only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and technical evaluation, as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

16.7.6. In the Second stage, the COMMERCIAL BIDs of only those bidders, whose technical bids are qualified, will be opened for finalization of L1 bidder (Bidder quoting lowest price).

16.8. Technical Bid - Part I

16.8.1. The Technical Bid - Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information. It should be submitted online.

16.8.2. The following documents are to be submitted in original Hard Copy (Audit & Inspection, Union Bank of India, 7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai - 400005) to the Bank as well as online mode on or before last date & time of bid submission to the following address: Audit & Inspection, Union Bank of India, 7th Floor, Maker Tower “F”, Cuffe Parade, Mumbai - 400005:

- Rs. 2,00,000/- (two lakh rupees) in the form of Demand Draft/Pay order in favour of Union Bank of India payable at Mumbai or BG (other than Union Bank of India) for equivalent amount valid from the date of submission of RFP for a period of minimum 90 days beyond the final bid validity period of 180 days. Bid security (EMD) should be submitted physically on or before last date & time of bid submission.
- In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. In addition, SME bidder have to submit Annexure O in physical form (Hard Copy) duly signed by Chartered Accountant before last date and time of submission of bid.

16.8.3. Non submission of above-mentioned documents i.e. Bid Security, etc. at the time of bid submission will be liable for rejection of bid.

16.8.4. Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.

16.8.5. The following documents are to be submitted online through GeM portal <https://bidplus.gem.gov.in/bidlists> :

- ✓ Annexure A Letter of Acceptance
- ✓ Annexure B (Bidders Profile Format)
- ✓ Annexure C Eligibility Criteria
- ✓ Annexure D Compliance to RFP terms & conditions
- ✓ Annexure E Un-Priced Commercial Bid
- ✓ Annexure G Declaration for Compliance
- ✓ Annexure H Undertaking by Bidder
- ✓ Annexure I Confidentiality / Non-Disclosure Agreement
- ✓ Annexure J (a): References of IS Audits done for Banks
- ✓ Annexure J (b): References of Core Banking Application Audits done for Banks
- ✓ Annexure K Format of Performance Bank Guarantee
- ✓ Annexure L Bid Security Declaration

Classification: Public

- ✓ Annexure M Bid Query Format
- ✓ Annexure N Know Your Employee (KYE) Clause
- ✓ Annexure O Certificate of Waiver for MSE firms
- ✓ Annexure P Letter for Refund of EMD
- ✓ Annexure Q Format for Bank Guarantee- EMD
- ✓ Format - II CV of Professional Personnel
- ✓ Format - III Scoring chart for Technical Evaluation
- ✓ Format - IV Proposed Methodology & Work Plan

16.8.6. Instructions to follow:

- The Bid should be signed by the authorized signatory of the bidder. A legally valid power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.
- Copies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.
- The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid(s).
- All the Annexures should be submitted online in letter head of bidder duly signed and stamped by authorized signatory. Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- Signed & stamped acceptance copy of all the pages of RFP and corrigendum if any by authorized signatory, to be submitted online along with the technical bid.
- The bidder should ensure that all the Annexures are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

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

16.8.8. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

16.8.9. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have previously been awarded, but not completed that project successfully in Union Bank of India within stipulated time.

16.8.10. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in) and GeM portal (<https://bidplus.gem.gov.in/bidlists>) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment

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into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

16.9. Commercial Bid-Part II

The Commercial Price Bid (Bill of material) must not contradict the technical bid in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- It is mandatory to submit the commercial Price Bid in the prescribed pro-forma (Annexure - F) which should be submitted online at the e-Procurement site as per Annexure F by way of entering the values in the format provided at the site. This must contain all price information.
- The Commercial Price Bid will give all relevant price information and the bidder will quote prices only in Indian Rupees.
- The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

16.10. Technical Bid Evaluation

- 16.10.1. The Technical offers submitted by the bidder will be evaluated, only if they fulfil the eligibility criteria mentioned under Annexure - A.
- 16.10.2. During the period of technical evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through e-procurement portal within three days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders.
- 16.10.3. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 16.10.4. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 16.10.5. The Minimum qualifying criteria in technical evaluation has been fixed as 75 marks (seventy-five) out of maximum 100 marks (hundred) and the scheme for

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awarding the marks for technical evaluation is enclosed as Format - III (Scoring chart for Technical Evaluation).

16.10.6. The bidders who will score 75 marks & more, as per above scoring methodology, shall be considered as Technically qualified.

16.10.7. The final decision on the selection of Technically qualified will be taken by Union Bank of India. Bank reserves the right to reject any or all proposals.

16.11. Commercial Bid Evaluation

16.11.1. Commercial Bids of only technically qualified shortlisted Bidders will be opened for finalization of L1 bidder (Bidder quoting lowest price). The format quoting commercial bid is given in Annexure - F.

16.11.2. The final decision on the selection of L1 Bidder will be taken by Union Bank of India. Bank reserves the right to reject any or all proposals.

16.12. Price Composition

16.12.1. The Charges/fees quoted should be in Indian rupees only. The Charges/fees shall be on a fixed price basis and should not be linked to the foreign exchange.

16.12.2. The Charges/fees should be quoted with breakup as per the Commercial Price Bid excluding taxes. The taxes would be payable at actual at the applicable rates.

16.12.3. The Total Cost of Ownership (TCO) should include all the components mentioned in Annexure - F.

16.12.4. The total cost should be inclusive of all other charges but exclusive of taxes, if any, the tax shall be payable by the Bank at actual on date of invoicing.

16.12.5. The Total cost should be inclusive of all other charges but exclusive of GST(CGST/SGST/IGST) which will be paid at actuals at the time of invoicing.

16.13. No Price Variations

The commercial offer shall be on a fixed price basis. No upward revision in the price would be considered on account of subsequent increases in GST rates, etc. during the offer validity period. However, if there is any reduction on account of government levies, during the offer validity period, the same shall be passed on to the Bank.

16.14. Offer Validity Period

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

16.15. Opening of Offers

16.15.1. TECHNICAL BID & COMMERCIAL BID for Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information

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System Audit of IT Systems and Processes will be opened as per the schedule of this RFP.

- 16.15.2. One representative of the bidder may be present for the opening of the Technical & Commercial Offers. No separate intimation will be given in this regard to the bidders, for deputing their representatives.

16.16. Bidding Document

- 16.16.1. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for a no amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- 16.16.2. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

16.17. Erasures or Alterations

- 16.17.1. The original offer (Technical Offer and Indicative Commercial Offer); shall be prepared in indelible ink. There should be no hand-written material, corrections or alterations in the offer. Any such corrections must be initialled by the persons or person who sign(s) the proposals. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable. Non-adherence to these guidelines may lead to rejection of the bid.
- 16.17.2. The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application/software tools that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

16.18. Rejection of Bid

The Bid is liable to be rejected if:

- 16.18.1. The document does not bear signature of authorized person & stamp in each page.
- 16.18.2. It is received after expiry of the due date and time stipulated for Bid submission.
- 16.18.3. Incomplete bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 16.18.4. It is evasive or contains incorrect information.
- 16.18.5. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be cause for disqualification.

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- 16.18.6. Bidder should comply with all the points mentioned in the scope of work, technical specifications, and all other clauses of RFP. Non-compliance of any point will lead to rejection of the bid.
- 16.18.7. Non-submission of bid security/EMD.
- 16.18.8. Unpriced Commercial Offer is not submitted along with Technical Offer.
- 16.18.9. Format of Commercial Offer differs from unpriced commercial Offer.
- 16.18.10. Bids dropped in tender box or submitted in physical hard copy format or sent through fax / email.

16.19. Pre-Bid Meeting and RFP Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP. Only authorized representative of bidder (maximum two) will be allowed to attend the Pre-bid meeting.

- 16.19.1. Non- attendance at the Pre-Bid Meeting will not be a cause for disqualification of a bidder.
- 16.19.2. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email mohd.anwar@unionbankofindia.bank, amarkumar.shende@unionbankofindia.bank with subject "SELECTION OF CERT- IN EMPANELLED INFORMATION SYSTEM (IS) AUDIT SERVICE PROVIDER FOR CONDUCTING INFORMATION SYSTEM AUDIT OF IT SYSTEMS AND PROCESSES 2024- 25" as per Annexure M.
- 16.19.3. The Bank is not obliged to divulge the details of configuration/nature of its IT Assets / Infrastructure.
- 16.19.4. The Bank at its sole discretion, reserves the right whether or not to respond to queries raised by bidders or provide written clarifications. No oral responses to a clarification request shall be construed as amending this RFP document. No extension of any deadline will be granted on the basis grounds that the Bank has not responded to any question or provided any clarification.
- 16.19.5. The Bidder is requested to collate and submit queries together to seek clarifications/responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank's website for clarifications and other communications.
- 16.19.6. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.unionbankofindia.co.in and at GeM Portal (<https://bidplus.gem.gov.in/bidlists>) .

16.20. Right to Alter Quantities

- 16.20.1. The Bank reserves the right to alter quantities (no of applications /processes to be audited), revise/modify all or any of the specifications of audit processes, delete some items specified in this offer, when finalizing its requirements or declare the RFP void, without assigning any reason, before or after receiving the responses. The Bank reserves its right to add or remove the Information systems in respect of which the IS Audit is to be conducted.
- 16.20.2. The Bank reserves the right to alter quantities (no of applications /processes to be audited), revise/modify all or any of the specifications of audit processes, delete some items specified in this offer, when finalizing its requirements or

Classification: Public

declare the RFP void, without assigning any reason, before or after receiving the responses. The Bank reserves its right to add or remove the Information systems in respect of which the IS Audit is to be conducted.

16.21. Amendment of bidding documents:

- 16.21.1. At any time prior to the date for submission of bids, the bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- 16.21.2. Amendments, if any will be notified through Bank's web site to all prospective Bidders, which have received the Bidding documents and will be binding on them.
- 16.21.3. In order to provide, prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the Purchaser may, at its discretion, extend the last date of submission of bids.
- 16.21.4. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website www.unionbankofindia.co.in, or GeM Portal (<https://bidplus.gem.gov.in/bidlists>).

16.22. Late Bids

Any bid received by the Bank after last date and time of submission of bid prescribed by the Bank will be rejected.

16.23. Payment Terms

The terms of payment will be as follows:

- a. No advance payment will be made along with the Assignment Letter.
- b. Entire IS Audit process for Information System will be divided into groups / phases or as per the requirement of the Bank.
- c. For 1st Round (Main Audit), the vendor is expected to undertake IS Audit, Pre-Implementation IS Audit, Special Focus Audit, etc. as per the defined scope of work and submit report detailing the identified gaps.
- d. Post confirmation from Bank, 2nd round i.e. Compliance Audit shall be conducted for all applications / processes. During 2nd round also, the vendor is expected to undertake Pre-Implementation IS Audit, Special Focus Audit, etc.
- e. Total Payment shall be divided into two parts:
 - 70% after completion of 1st round (Main Audit) & submission of Audit reports as per details mentioned under Terms of Execution of work, or in the month of December whichever is later.
 - 30% after completion of 2nd round (Compliance Audit) & submission of Compliance Audit reports per details mentioned under Terms of Execution of work, or in the month of March whichever is later.

Classification: Public

- f. Applicable TDS will be deducted by the Bank (as per govt. guidelines) at the time of making payment toward invoice raised by the bidder. Payment will be made through electronic mode only

17. Cancellation of the assignment

The Bank reserves its right to cancel the assignment at any time during the period of contract in the event of one or more of the following conditions:

- Delay in commencement of the IS Audit beyond two weeks, after the assignment order or beyond the date given by the bank in the assignment order.
- Delay in completion of all defined phases / groups for the IS Audits, beyond the time specified for completion of assignment as per the scope of work mentioned under this RFP.
- Bank reserve the full rights at its sole discretion to cancel the assignment order or entire contract in part or fully without assigning any reasons thereof.

18. Consequence of Termination

If the contract is terminated by the Bank on above grounds, the bidder shall not be entitled to receive any payment upon termination of contract. However, Bank may consider making payment for the part satisfactory work performed by the bidder on merit assessed by the Bank. Upon termination, the Bank may also impose liquidated damages.

19. Delay in Bidder's performance

The bidder shall strictly adhere to the implementation schedule, as specified in the contract, executed between the parties for performance of the obligations, arising out of contract by the successful bidder shall entitle Bank to invoke the following:

- a. Claiming liquidated damages
- b. Termination of the contract fully or partly and claim liquidated damages
- c. Invocation of performance Bank Guarantee.

20. Liquidated Damages

If Successful bidders fail to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD:

- LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.5% of total cost of the project/TCO per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or assignment.
- The contract price for calculation of LD is TCO

- The overall LD during implementation will be to a maximum of 10 % of the total cost of the project.
- The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- Part of week will be treated as a week for this purpose.
- However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Assignment.

21. RFP Ownership

The RFP and all supporting documentation are the sole property of Union Bank of India and should NOT be redistributed without prior written consent of Union Bank. Violation of this would be a breach of trust and may, inter-alia cause the vendors to be irrevocably disqualified. The aforementioned material must be returned to Union Bank while submitting the proposal, or upon request. However, service providers can retain one copy for reference.

22. Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of Union Bank unless the bank agrees to the vendor's specific requests, in writing, that the proposal and documentation be returned or destroyed.

23. Indemnity

- Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder use of the deliverables and or services provided by the Bidder, Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, direct financial loss, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on the Bank

for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- a. The Bank notifies the bidder in writing on being aware of such claim,
 - b. The Bidder has sole control of defense and all related settlement negotiations,
 - c. The Bank provides the Bidder with the assistance, information and authority as it deems fit to perform the above.
- It is clarified that the bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.
 - Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.
 - Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated / used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to Bank's data and for causing reputation risk to bank.
 - The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:
 - IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - Negligence and misconduct of the Bidder, its employees, and agents.
 - Breach of any terms of RFP, Representation or Warranty.
 - Act or omission in performance of service. - Loss of data due to any of the reasons mentioned above.
 - Non-compliance of the bidder with Laws/Governmental/regulatory Requirements
 - In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend the Bank.
 - It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
 - On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
 - The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.

24. Intellectual Property Rights

- The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.
- The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

25. Minimum Wages

- The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.
- The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

26. Non-transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

27. Responsibility for Completeness

- Any supplies and services, which might not have been specifically mentioned in this RFP but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

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- The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

28. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidders or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

29. Subcontract

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the bank.

30. Conflict of interest

- Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations / consideration for award of any future assignment(s) from Bank.
- Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- Necessary systems / tools must be deployed within the bank environment and no information will be shared (including audit reports) outside the bank environment.

31. Notification of Award

After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, the Bank will send Notification of Award to the selected Bidder.

32. Assignment letter

- 32.1. Within 2 working days of receipt of Notification of successful bid, the successful Bidder shall accept the Assignment letter.
- 32.2. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

33. Tender / RFP Cancellation

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

34. Governing Law and Disputes

The Bid and the subsequent Contract with the selected Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Mumbai, Maharashtra State, India only.

35. Limitation on promotion

The vendor shall agree to make no reference to the Bank for services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

36. Confidentiality

- 36.1. This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, and / or legal action against the vendors for breach of trust.
- 36.2. Selected bidder will have to sign a legal non-disclosure agreement with the Bank before starting the assignment.
- 36.3. The vendor (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of the contract, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.

- 36.4. The bidder, his employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing its duties under the RFP and other contract documents.
- 36.5. Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from an act or omission of the Bidder, its employees, its agents, or employees due to the breach of confidentiality.
- 36.6. In case of breach the Bank shall take such legal action as it may be advised.

37. Resolution of Disputes

- 37.1. All disputes and differences of any kind, whatsoever, between the Bidder and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the Contract, shall be settled amicably by both Bank and the bidder. If after thirty days from the commencement of such informal negotiations, Bank and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- 37.2. All questions, disputes or differences arising under and out of, or in connection with the RFP, shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the bidder. Two Arbitrators so appointed shall appoint the third Arbitrator. The award of the Arbitrator shall be final and binding on the parties.
- 37.3. The arbitration and conciliation act 1996 or any statutory modification or re-enactment thereof for the time being enforced, shall apply to the arbitration proceedings and the venue and jurisdiction for arbitration shall be at Mumbai, India. In case the vendor would like to exit the project, the same shall be taken up by the Arbitration process.

38. Annexure A - Letter of Acceptance

Letter to the bank on the bidder's letterhead

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F", Cuffe Parade,
Mumbai - 400005

Sir / Madam,

Subject: Request for Proposal (RFP) for Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information System Audit of IT Systems and Processes

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for _____.

With reference to the above RFP, we also confirm having read all terms and conditions of RFP. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP

We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexure.

We, hereby confirm that we will honour the prices placed by in Commercial Bid.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.

Classification: Public

- f. We enclose Demand Draft/Bank Guarantee for Rs. XXXXXXX /- (Rupees XXXXXX) favouring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under:

Name of Issuing Bank:

Dated at _____ this _____ day of 2024

OR

MSME/Udyam Aadhaar Certificate No.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

For
Signature
Name
Authorized Signatories
Name & Designation, Stamp of the firm

39. Annexure B - Bidders Profile Format

On the bidder's letterhead

Firm's Profile:

SN	Particulars	Response	
1	Name of the Firm/company/Individual		
2	Address		
3	Brief description of the nature of the business and profile of the company with particular reference to Information Systems Auditing		
4	Cert-In Certification (copy of current & valid certificate to be enclosed)		
5	Year of commencement of the kind of services (copy of commencement certificate may be enclosed) and number of years in this Industry.		
6	Authorized Contact Person		
	Name & Designation		
	Telephone / Mobile Number		
	E-Mail Id		
7	Turnover, Annual Income, Profit/Loss for the last three years (i.e. 2020-21, 2021-22 & 2022-23) in crores (enclose relevant copies of audited financial statements) (Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	Annual Turn Over (Rs. In Crores)	Net worth (Rs. In Crores)
	Year 1		
	Year 2		
	Year 3		
8	Total number of certified professional permanent staff CISA/CISM/CISSP/ISO 27001 LA, LI / CEH or similar qualifications (Please submit the curriculum vitae (CV) for the professional staff like Name, Key qualification, designation, experience, their domain etc. separately as per Format - II)		
9	Team composition and task assignment for the proposed assignment		
10	Description of the methodology and activity (work) schedule for performing the assignment (as per Format - IV)		
11	Number of banks / Financial Institutions to which similar kind of services are being given. *		
12	* Name and address of the banks /financial institutions to whom similar kind of services were given with brief description, Location, etc.		
13	Number of other institutions to which this similar kind of services were given. *		
14	*Name and address of other institutions to whom this kind of services was given with brief description.		
15	PAN Number		
16	GST Number		

Classification: Public

***Note: The relevant support documents should be attached without which the offer is liable for rejection.**

For
Signature
Name
Authorized Signatories
Name & Designation, Stamp of the firm

40. Annexure C - Eligibility Criteria**On the bidder's letterhead**

SN	Pre - Qualification	Compliance (Yes/No)	Supporting document Required
1	<p>EMD / Bid security of Rs. 2,00,000/- (two lakh rupees) in the form of Demand Draft/Pay order in favour of Union Bank of India payable at Mumbai or Bank Guarantee of equivalent amount.</p> <p>In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme.</p>		<p>EMD to be submitted to at Audit & Inspection, Union Bank of India, 7th Floor, Maker Tower "F", Cuffe Parade, Mumbai - 400005, as well as online mode, on or before last date & time of bid submission.</p> <p>Bidders to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. Bidder to submit Annexure O in physical form (Hard Copy) to above mentioned address, as well as online mode, on or before last date & time of bid submission.</p>
2	The bidder should be a company registered in India as per Company Act 1956 / 2013 / Partnership Firm or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU / PSE / Government organization and should be in existence for last 5 years from the date of submission of RFP and be in business of Information System Auditing in India for at least 3 years.		Attach Copy of Certificate of incorporation with full address of registered office. Evidence of 1st assignment to be enclosed for Information System Auditing in India.
3	The bidder should be currently having a valid CERT-In empanelment as on the last date of submission of tender.		Attach valid certificate
4	The bidder should have Annual turnover of Rs. 3 Crores or more, during each of the last three financial years (i.e. 2020-21, 2021-22 & 2022-23). It should be individual company turnover and not that of any group of companies.		Attach Annual audited balance sheet for last three financial years.
5	The bidder should be a Legal Entity (Company/ firm/ Organization / independent subsidiary) in India.		Attach valid documentary evidence
6	The net worth of the Bidder should not be negative as on 31.03.2023 and also should have not eroded by more than 30% in the last three (3) financial years, ending on 31.03.2023. (Please provide audited Balance Sheet, Profit & Loss accounts, or CA certificate for the same).		Audited Balance sheet, Profit / Loss statement of the firm to be provided of last three financial years.

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7	Have conducted at least two Information System Audits of Data Centers & other IT Infrastructure of two banks (having minimum 1000 branches in India), including the following aspects, in any of the past three years (i.e. 2020-21, 2021-22 & 2022-23): a) Vulnerability Assessment of servers / IT Security equipment / Network equipment. b) External Attack and Penetration Test of equipment's / application exposed to outside world through Internet. c) Application Audit of Core Banking Solution in at least two Bank's with a minimum 1000 branches. d) Information Technology General Controls (ITGC) Audit for IT setup.		Letters from the organizations for which the service provider had conducted Information Systems audit & audit of Core Banking and related application, during past three years (the scope of the assignment should have been clearly mentioned). The details of each assignment should be furnished on a separate page as per Annexure J (a) & J (b).
8	Bidder should have minimum 5 professionals with CISA/CISM/CISSP/ISO 27001 LA/LI/CEH or similar qualifications and should be on permanent role of the organization.		Provide exact number of certified officials and total no. of officials avoiding double count as per Annexure B & Format - II.
9	Bidder has the Audit team having relevant Auditing experience of minimum 8 year for team lead and minimum 3 years for team members, after the date of related qualification, including at least one CISA throughout the Audit period.		Undertaking required by the bidder
10	The companies or firms, bidding for tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs, etc.		Undertaking as per Annexure - H
11	The bidder should have a local office in Mumbai (India) and preferably in Hyderabad as well.		Please provide the details such as address of the office, contact no. of the office, number of & level of technical staff working at these places etc.

***Note: The relevant support documents should be attached without which the offer is liable for rejection.**

For
Signature
Name
Authorized Signatories
Name & Designation, Stamp of the firm

Classification: Public

41. Annexure D - Compliance to RFP terms & Conditions

On the bidder's letterhead

SN	Clause Details	Bidder's Compliance (Yes / No)
1	Introduction	
2	Definition	
3	Objective	
4	Invitation of Tender Bid	
5	Eligibility Criteria	
6	Systems Description	
7	Scope of Work	
8	Web based Audit package	
9	Terms of Execution of work	
10	Project Management	
11	Proposal Process Management	
12	Cost of Bidding	
13	Cost & Currency	
14	Price Validity and Single Point of Contact	
15	Language of Bid	
16	Instructions for Bid Submission	
17	Cancellation of the assignment	
18	Consequence of Termination	
19	Delay in Bidder's performance	
20	Liquidated Damages	
21	RFP Ownership	
22	Proposal Ownership	
23	Indemnity	
24	Intellectual Property Rights	
25	Minimum Wages	
26	Non-Transferable offer	
27	Responsibility for Completeness	
28	Force Majeure	
29	Sub-Contract	
30	Conflict of Interest	
31	Notification of Award	
32	Assignment Letter	
33	Tender / RFP Cancellation	
34	Governing Law and Disputes	
35	Limitation on promotion	
36	Confidentiality	
37	Resolution of Disputes	

Authorized Signatory

Place:

Name & Designation:

Date:

Business Address & email id:

Classification: Public

42. Annexure E - Un-priced Commercial Bid

Letter to the bank on the bidder's letterhead

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

Sub: Response to Request for Proposal (RFP) for Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information System Audit of IT Systems and Processes.

With reference to the above RFP, having examined and understood the instructions, terms and conditions, we hereby enclose our Unpriced Commercial offer for conducting IS Audit of the systems, as detailed in your above referred inquiry. We have not furnished any price information below.

Sr. No.	Details	Professional Fees (A)	Taxes (B)	Total Cost (C = A+B)
1	IS Audit of Bank's Systems as per Scope defined in RFP	XXXXXXXXXX	XXXXXX	XXXXXX
Total Cost / Total Cost of Ownership (TCO) (in figures)		XXXXXXXXXX		
TCO (in words)		XXXXXXXXXX		

Note- Total Cost / Price is to be quoted for one year, as per the scope of RFP. The contract will be renewed based on performance for further period, in tranches of one year, not exceeding for further period of two years, as per para 16 of this RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We further confirm that the information furnished in the proposal, annexures, formats, is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.

We also confirm that the prices offered shall remain fixed for a period of One Hundred Eighty (180) days from the date of submission of the offer.

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

Yours faithfully,

Authorized Signatories
(Name, Designation and Stamp of the Company)
Date:

Classification: Public

43. Annexure F - Commercial Bid / Commercial Offer

Letter to the bank on the bidder's letterhead

To,
 The Chief General Manager,
 Union Bank of India, Audit & Inspection,
 7th Floor, Maker Tower "F",
 Cuffe Parade, Mumbai - 400005

Sub: Response to Request for Proposal (RFP) for Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information System Audit of IT Systems and Processes

Sr. No.	Details	Professional Fees (A)	Taxes (B)	Total Cost (C = A+B)
1	IS Audit of Bank's Systems as per Scope defined in RFP			
Total Cost / Total Cost of Ownership (TCO) (in figures)				
Total Cost / Total Cost of Ownership (TCO) TCO (in words)				

Note- Total Cost / Price is to be quoted for one year, as per the scope of RFP. The contract will be renewed based on performance for further period, in tranches of one year, not exceeding for further period of two years, as per para 16 of this RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We further confirm that the information furnished in the proposal, annexure, formats, is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.

We also confirm that the prices offered shall remain fixed for a period of One Hundred Eighty (180) days from the date of submission of the offer.

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

Yours faithfully,

Authorized Signatories
 (Name, Designation and Stamp of the Company)
 Date:

Classification: Public

44. Annexure G - Declaration for Compliance

Letter to the bank on the bidder's letterhead

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Stamp of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Stamp of company:

(If left blank it will be construed that there is no deviation from the specifications given above)

45. Annexure H - Undertaking by Bidder

Letter to the bank on the bidder's letterhead

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

We _____ (bidder name), hereby undertake that:

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that; we were never involved in any legal case that may affect the solvency/ existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We are not vendor for Software and/or Hardware of the Bank at Data Centre, Treasury and/or their respective DR Sites.
- We are not appointed as consultant or having participation in implementing or managing IT Applications, IT Security and network and related infrastructure of the Bank. (If involved in any specific activity which does not affect auditor's independence for current audit assignment may be considered at the discretion of the Bank).
- We are not an existing IS Auditor appointed by the Union Bank of India during FY 2023-24.

Yours faithfully,

Authorized Signatories
(Name, Designation and Stamp of the Company)
Date:

46. Annexure I - Confidentiality / Non-disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _____ day of 20__ and shall be deemed to have become in full force and effect from (the “Effective Date”). BY and between _____ a company incorporated under the provisions of the Companies Act, 1956 in force in India, having its registered office at _____ (hereinafter referred to as “_____” or ‘Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART

AND

Union Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400026 (hereinafter referred to as “Union Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

_____ and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time-to-time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S: -

A. Vendor inter-alia is engaged in the business of providing Information System Audit services to various business entities in India & abroad.

B. Union Bank of India has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to” (“the Purpose”) as more particularly described in Assignment Letter no, issued by Union Bank of India in favour of _____.

NOW THIS AGREEMENT WITNESSETH:

1. Interpretation:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such

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independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.01 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder, the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- iv. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.02 The Receiving Party also agrees and accepts that it may endeavour:

- i. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii. limit access to such Confidential Information to those of its (including its Affiliates') directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- iv. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i. immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;

Classification: Public

- ii. to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
- iii. so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

1. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment:

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of five years therefrom. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one-month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law:

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

14. Indemnity:

The receiving Party agrees to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosures as a result of a breach of this Agreement.

15. Modification:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings:

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Review of Contract and Performance

Bank shall have the right of periodical /yearly review of the performance of the successful bidder with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing / contractual obligations.

18. Proprietary Rights

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the

information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank’s decision will be final.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

19. Counterparts:

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF ____20__

Signed and delivered by
M/s _____
Signed by:
Name.....
Title.....
in the presence
of.....

Signed and delivered by
Union Bank of India
Signed by:
Name.....
Title.....
in the presence
of.....

47. Annexure J(a) - References of IS Audits done for Banks

The details of each assignment should be furnished on a separate page. The details should relate to the assignments done during the past three years. We expect two references in the minimum

1	Name of the Bank	
2	Address	
3	Name of the Contact Person	
4	Designation	
5	Direct Phone number	
6	Mobile Phone	
7	E-mail id	
8	Month & Year in which IS Audit was conducted	
9	Names of professional personnel who carried out that assignment	
10	Brief particulars of the Systems for which IS Audit was done.	

48. Annexure J(b) - References of Core Banking Application Audits done for Banks

The details of each assignment should be furnished on a separate page. The details should relate to the assignments done during the past three years. We expect two references in the minimum

1	Name of the Bank	
2	Address	
3	Name of the Contact Person	
4	Designation	
5	Direct Phone number	
6	Mobile Phone	
7	E-mail id	
8	Month & Year in which IS Audit was conducted	
9	Names of professional personnel who carried out that assignment	
10	Scope of Work	

49. Annexure K - Format of Performance Bank Guarantee

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act.
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of Assignment Letter or the delivery period prescribed in the Assignment Letter whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To,
The Chief General Manager,
Union Bank of India,
Audit & Inspection, 7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

Dear Sir,

In consideration of Union Bank of India, Audit & Inspection Vertical, 7th floor, Maker Tower "F", Cuffe Parade, Mumbai - 400005, placing an order for_____ of & on_____ having registered office at_____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no_____ dated _____hereinafter called the said contract), we_____(Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at_____ presently _____ located at_____(hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for_____(Name of project) as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we_____(Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until , whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before_____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we

Classification: Public

agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____ (Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 3% of the TCO.
- II) This bank guarantee shall be valid up to _____
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ before 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature
Name
(In Block letters)
Designation
(Staff Code No.).....

**Official address:
(Bank's Common Seal)
Attorney as per power of Attorney No. Date:**

WITNESS:

- 1 (Signature with Name, Designation & Address)**
- 2 (Signature with Name, Designation & Address)**

50. Annexure L - Bid Security Declaration

Letter to the bank on the bidder's letterhead

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

Dear Sir,

Subject: Request for Proposal (RFP) for Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information System Audit of IT Systems and Processes

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
 - a. we fail to execute Contract within the stipulated time.
 - b. we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, Stamp of the firm)

51. Annexure M - Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained only in Microsoft Excel in the following format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

S.No.	Section and Clause Reference No.	Page No.	RFP Text	Query	Response to query (to be left blank by the vendor)

Place:

Date: Signature:

Name & Designation: Business

Address:

Classification: Public

52. Annexure N - Know Your Employee (KYE) Clause

Letter to the bank on the bidder's letterhead

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

UNDERTAKING

1. We _____ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We undertake to exercise due diligence and engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for offering the services under the said contract.
4. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company Stamp

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

Classification: Public

53. Annexure O - Certificate of Waiver for MSE Firms

(in Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2020. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.

54. Annexure P - Letter for Refund of EMD

(To be submitted by the unsuccessful bidders on letterhead)

Date:

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

We _____ (Company Name) had participated in the Request for Proposal (RFP) for Selection of CERT-in Empanelled Information System (IS) Audit Service Provider for Conducting Information System Audit of IT Systems and Processes and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	DD/BG Number	Drawn on (Bank Name)	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign
Name of the signatory

Designation

Company Stamp.

55. Annexure Q - Format for Bank Guarantee - EMD

To,
The Chief General Manager,
Union Bank of India, Audit & Inspection,
7th Floor, Maker Tower "F",
Cuffe Parade, Mumbai - 400005

Dear Sir,

M/s_____ having their registered office at_____ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for Selection of CERT-in Empanelled Information System Audit Service Provider for Conducting Information System Audit of IT Systems and Processes, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office hereby _____ irrevocably guarantee an amount of Rs.2,00,000/ (Rupees Two lac Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. Withdraws its bid during bid validity period
2. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept Assignment Letter or having accepted the Assignment Letter, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs. Rs.2,00,000/ (Rupees Two lac Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.2,00,000/ (Rupees Two lac Only).
2. This Bank guarantee will be valid up to_____ ; with a claim period of 90 days thereafter and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before .

Classification: Public

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No. Date:

WITNESS:

1 (Signature with Name, Designation & Address)

2 (Signature with Name, Designation & Address)

56. Format - II: CV of Professionals

CV of Professional Personnel
(To be furnished on a separate sheet for each employee)

Name of the staff			
Date of Birth			
Professional Qualifications			
Service in the firm from			
Previous employment record	Organization	From	to
Details of Key assignments handled in the past three years			
Organization	Month & Year	Details of assignment done	
Whether Copy of the Professional Certification like CISA /CISM /CISSP/ ISO 27001 LA, LI / CEH is enclosed or not.			Yes / No (Certification Details)

57. Format - III: Scoring chart for Technical Evaluation

S N	Attributes	Maximum Marks	Marks Scored (to be filled by bidder)	Remark, if any
1	<p>Average Annual Turnover for the last three financial years i.e., 2020-21, 2021-22 & 2022-23.</p> <p>(For evaluation purpose, average of three years turnover will be considered)</p> <p>>= Rs. 3 Crore to < Rs. 5 Crore Turnover: 15 marks >= Rs. 5 Crore to < Rs. 10 Crore Turnover: 18 marks >= Rs. 10 Crore Turnover: 20 marks</p> <p>Example - If the bidder has an avg. turnover of Rs. 9 Crore for the last three financial years i.e., 2020-21, 2021-22 & 2022-23, 18 marks shall be awarded out of total 20.</p>	20		
2	<p>Number of Assignments carried out under Information System Audits of Data Centers & other IT Infrastructure for Banks in India in last three years (i.e. 2020-21, 2021-22 & 2022-23) as declared in Annexure J (a) & (b).</p> <p>Five (5) marks shall be awarded per Assignment Letter.</p> <p>Example - If the bidder has undertaken above mentioned 4 such Assignments in last three years (i.e., 2020-21, 2021-22 & 2022-23), 20 marks shall be awarded out of total 25.</p>	25		
3	<p>No. of Skilled Employees/Resources available as declared in Annexure B & Format- II (Containing the list of Employees with their Credentials / CISA/CISM/CISSP/ISO27001 LA/LI/CEH or similar qualifications) and should be on permanent role of the organization.</p> <p>>= 5 Employees -> 4 marks X No. of employees</p> <p>Example-If the bidder's firm / organization has 7 employees with above mentioned credentials / qualifications, 28 marks shall be awarded out of total 30.</p>	30		
4	<p>No. of Years of Existence/Establishment in IS Auditing/Information Security / Cyber Security related activities for the bidder's firm in India. (Evidence of 1st assignment to be enclosed as proof)</p> <p>5 marks per year to be awarded.</p>	25		

Classification: Public

	<p>Example - If the bidder's firm / organization has undertaken 1st assignment in August 2018, in above mentioned areas, then 20 marks shall be awarded out of total 25.</p> <p>(Period of 6 months & above, shall be treated as 1 year for calculation purpose)</p>			
Total Marks		100		
<p>Total Marks are to be calculated and filled by the Bidders for item Nos. 1 to 4 and submit together with the Technical Bid Cover</p>				

58. Format - IV: Proposed Methodology & Work Plan

Please mention the details of tasks you propose to do along with the estimates of timelines for each task, the key personnel you intend to engage for each of the tasks in the assignment and the deliverables for each task. (In other words, this sheet should provide the entire project plan)