



LIMITED RFP

REQUEST FOR PROPOSAL (RFP)

for

Evaluation of identified gaps and suggestion on further controls – Master Direction on
“Digital Payment Security Controls” by RBI dated February 18, 2021

RFP No: IB:CO:ISSD:192:2021-2022 DATED 25.06.2021

Indian Bank
Information Systems Security Department
Head Office
66, “Indian Bank Buildings”, Rajaji Salai
Chennai 600 001
Email – issc@indianbank.co.in
Website: www.indianbank.in

Date and time of Pre Bid Meeting	02.07.2021 at 15:00 HOURS
Last Date for receipt of bids	15.07.2021 at 15:00 HOURS
Date and time of opening bids	15.07.2021 at 15:30 HOURS

Note: This is limited RFP and further information regarding the same will be communicated to the bidders finalized by the Bank.



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SCHEDULE OF EVENTS AND BID DETAILS

1)	RFP Reference Number and Date	RFP No. CO:ISSD:192:2021-22 Date: 25.06.2021
2)	Last date for seeking Pre-bid clarifications/ queries through email to following email ids issc@indianbank.co.in radhika.v@indianbank.co.in anil.lakra@indianbank.co.in	30.06.2021 at 17:00 Hours
3)	Last Date & Time for submission of Bids	15.07.2021 at 15:00 Hours Address for physical submission Chief Manager Indian Bank, Corporate Office: Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
4)	Documents to be submitted Online	a) Final Commercial Bid in the given format (Doc-A (ii)) b) Eligibility Criteria, along with all supporting documents required. c) All Annexure as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. d) Any other information sought by the Bank with relevant to this RFP

5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. DD towards Cost of bid document (Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for in the specified format (DOC-K – Undertaking for MSME benefits)</p>
6)	Date of opening of Bids & Conformity to Eligibility Criteria	<p>15.07.2021 15:30 Hours Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
7)	RFP Cost	<p>Non-refundable Rs. 5000/- in the form of DD favouring “Indian Bank”. (Mode of submission: Offline) (Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT IFSC Code: IDIB000H003 Branch: Harbour</p>
8)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank’s authorized e-Procurement service provider M/s Antares Systems Limited through website: https://www.tenderwizard.in/indianbank</p>

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



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

This RFP document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and no paper publication will be done regarding the same. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e- procurement portal only.

The term “Bid” & “Quote/Quotation” bears the same meaning in this RFP.

The term “Purchase Order” & “Work Order” bears the same meaning in this RFP.

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



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1. INTRODUCTION

1.1 BACKGROUND

Indian Bank is a premier Nationalised Bank with over 6339 Branches and having a business of over Rs. 930,000 crores. The Bank has always been a forerunner in absorption of technology. With effect from 1st April 2020, Allahabad Bank got amalgamated with Indian Bank and the combined entity is moving towards being a stronger entity in terms of technology, business and customer satisfaction.

The combined entity has been a strong supporter of government endeavours to promote alternate banking channels and is actively partnering various e-governance initiatives of Govt of India and State Governments in the form of

- Debit Cards, Credit Cards and RuPay cards
- banking services through Multiple Delivery Channels like ATM (onsite/offsite), BNA, Internet Banking, Mobile Banking, RTGS, SFMS, NEFT, Integrated Treasury & Forex, FI, CTS, UPI, AEPS etc. and more than 60% of the transactions are through Digital Channels.

Indian Bank has been certified with ISO27001:2013 standard for Information Systems & Security processes.

1.2 PURPOSE

Reserve Bank of India has recently issued a master circular on Digital Payment Security Controls with reference RBI/2020-21/74 DoS.CO.CSITE.SEC.No.1852/31.01.015/2020-21 dated February 18, 2021. This RFP seeks to engage Information and Cyber Security Audit firms who have the capability and experience to conduct a comprehensive evaluation of the gaps identified by the Bank in respect of controls to be implemented in Digital Payment Channels and analyse the gaps for implementation. The cyber security audit firms also need to suggest further controls, if any required, for this shall enable the bank to further strengthen the controls and provide a reasonable assurance to the Bank's management and its customers in respect of commitment to maintain a robust cyber security posture.



2. AUDIT DETAILS

2.1. SCOPE OF AUDIT

The overall scope of the audit shall include but not restrict to:

- ❖ Understanding the current IT Setup / processes involved in the Bank involving various payment channels and the associated industry prevailing standards, Regulatory guidelines etc.
- ❖ Understanding the nuances of the Master directions of Reserve Bank of India (Digital Payment Security Controls) directions, 2021 with reference RBI/2020-21/74 DoS.CO.CSITE.SEC.No.1852/ 31.01.015/ 2020-21 dated February 18, 2021
- ❖ Understanding the control requirements which shall be implemented in the bank as per the above master circular.
- ❖ Assess the security posture of the Bank in terms of policies, process, procedure adopted by the Bank in implementation and securing the various payment channels
- ❖ Assess the policies, process and procedure pertaining to Application Security Life Cycle, Fraud Risk Management, Reconciliation process, customer protection, awareness and Grievance Redressal mechanism and evaluate the security controls implemented vis-à-vis recommended controls
- ❖ Reviewing the preliminary gap identification conducted by the Bank, assessing the gap analysis findings and identified controls, evaluating the controls and providing recommendations to effectively mitigate the weakness & and to implement the guidelines in Bank's environment
- ❖ Bank already has a policy on digital banking products & services. Assisting in modification/addition/amendment in the existing policy for digital payment products and services keeping in mind the requirements from Functionality, Security and Performance point of view with regard to the directions of the above master circular of RBI.
- ❖ Providing reasonable assurance to the Top Management through a well-drafted report regarding the level of compliance and action plan to be adopted to improve the security posture as per the recommended guidelines in the above master circular.
- ❖ Assisting the Bank in creating a Risk and Control Assessment & Compliance template for Digital Payment Security and Performance at the time of creation or modification of digital product including Key Performance Indicators and Key Risk Indicators established in the policy.

2.2. PERIOD OF AUDIT

The audit shall commence within 7 working days from the date of acceptance of Purchase Order to the audit firm. The Bank shall call upon the audit firm to carry out demonstration and/



or walkthrough and presentation. The audit firm shall make a presentation to the Management the overall plan of audit, various stages of audit with timeline for completion, submit the findings along with the report and evidence within four weeks from the commencement of audit. The timeline for compliance of RBI guidelines has been communicated as 6 months from the date of issue of circular i.e., August 18th 2021. All the expenses for the presentation shall be borne by the concerned vendor.

2.3. CONDUCT OF AUDIT

- Along with the audit schedule prior to the start of audit the names of the auditors who shall be conducting the audit shall be shared by the vendor with the Name of the single point of Contact, the Team Lead and size of his team.
- Execute Non-Disclosure agreement, both by the firm and as individuals involved in the audit.
- The audit firm shall utilise only the licensed version of the tools to be utilised, if any, to be used for the evaluation purpose
- Due to COVID restrictions, the auditors may seek information to be shared over mail. The information shall be sent only the email ID of the Single Point of Contact's official mail ID. No public domain email IDs shall be entertained.
- However, as far as possible and according to the prevailing situation, the auditors may visit the Bank's premises to interact with the officials for conducting of audit.
- Bank shall appoint a single point of contact who shall coordinate between various departments and arrange for meeting / evidence to be shared with the auditors
- Analysis of the findings and Guidance for Resolution of the same.

3. PRODUCT INITIATIVES

Bank has been offering customers the following alternate banking channels

- POS / Cash at POS
- ATMs / Cash Deposit Machines
- Mobile Banking
- Internet Banking
- Debit / Credit Cards
- SMS / Missed call services
- UPI
- Micro ATMs / Business correspondents
- RTGS / NEFT / IMPS



4. DELIVERABLES

4.1. Detailing the Security Gaps

- Document the security / implementation gaps i.e., vulnerability, security flaws, loopholes, etc. observed during the course of review as per the scope of Audit and collect evidence.
- Document recommendations for addressing these security gaps and categorize the identified gaps based on their criticality, provide mitigation steps to address the vulnerabilities as a part of the report.

4.2. ADDRESSING THE SECURITY GAPS

- Guide in fixing/addressing the security flaws, gaps and loopholes identified which can be fixed immediately. If recommendations for risk mitigation /removal could not be implemented as suggested, alternate solutions are required to be provided.
- Recommend further controls, if any required as per the master direction, for securing the digital product environment.
- Suggest changes/modifications in 'policy on digital payment and services' of the bank to match with the directions contained in the master circular.

4.3. SUBMISSION OF PRELIMINARY REPORT

- Auditor has to submit a preliminary report as per the report format mutually agreed with the Bank. The submission of the preliminary report shall be within 2 weeks of commencement of audit.

4.4. REVIEW & ACCEPTANCE OF PRELIMINARY REPORT

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

4.5. OTHER DELIVERABLES

Bank will take appropriate action based on the recommendations of the audit firm. Audit firm shall have to give reasonable assurance to the Management that by implementing the recommendations of the audit firm, Bank shall be complying with the security controls as enumerated by Reserve Bank of India through their Circular with reference RBI/2020-21/74 DoS.CO.CSITE.SEC.No.1852/ 31.01.015/ 2020-21 dated February 18, 2021 on Digital Payment Security Controls.



4.6. REPORT FORMAT

- The report shall be submitted in the following formats
 - Report signed by the authorised signatory to be handed over to CO ISSD either in the physical form or soft form
 - Soft copies of the report in MS Word / PDF format with detail on the methodology adopted for audit.
 - The observations in MS Excel format to be submitted for easier tracking by the Bank



5. INSTRUCTIONS TO THE BIDDERS

5.1. GENERAL INSTRUCTIONS

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

The bidder, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or to any of their authorized officer (s) of the audit firm.

5.2. SUBMISSION OF COMMERCIALS

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

5.3. BID PROCESS TIME FRAME

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Description	Norms
Cost of RFP Document	Rs.5,000/-
Bid Security Declaration	Authorised signatory to sign declaration as per format DOC-D
Date of issue of RFP Notification	25.06.2021
Last date and time of receiving pre-bid queries in writing / thru email to issc@indianbank.co.in , Radhika.v@indianbank.co.in , anil.lakra@indianbank.co.in	30.06.2021 17:00 Hrs
Date of Pre-Bid meeting	02.07.2021 at 15:00 Hrs
Last date of Bid Submission	15.07.2021 at 15:00 Hrs
Commercial Bid Opening date	Will be intimated after evaluation of the bids submitted.

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



5.4. PRE-BID MEETING

A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **02.07.2021 at 15:00 Hours**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **30.06.2021 17:00 Hours**:

issc@indianbank.co.in,
Radhika.v@indianbank.co.in,
anil.lakra@indianbank.co.in

In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified by the Bank, they should register themselves with the Bank one day in advance by paying the cost of bid-document of Rs. 5000/- (non-refundable) by way of Demand Draft (copy of Demand Draft to be attached with the documents) or transfer the amount in the account details as mentioned in "Clause 5 of Schedule of Events and Bid Details".

Bidders have to ensure that cost of bid document i.e. Rs.5,000/- has already been remitted to the account as mentioned in "Clause 5 of Schedule of Events and Bid Details" or dispatched through demand draft (before raising the queries through email). Only those Bidders or their Representatives who have registered with the Bank will be allowed to participate in the pre-bid meeting. At the time of registration, the organisation shall provide the name, designation, email address of the participants through email to enable the Bank to arrange for virtual meeting. The link for the meeting shall be sent to the email IDs registered with us.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment(s) to the bid document, if any, shall be mailed to all the bidders.

RFP response submitted without the Demand Draft/Online Transfer of Bid fee shall not be considered except in the following cases:

- In line with extant Government guidelines, Micro and Small Enterprises are exempted from payment of cost of RFP document subject to submission of documentary proof for having registered with any of bodies specified by Ministry of Micro, Small and Medium Enterprises.

5.5. AMENDMENT OF BIDDING DOCUMENTS

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

The amendments if any, will be published in the e-procurement website and will form part of the Bidding document



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

Bank reserves the right to rescind / cancel the RFP process at any time, or reissue this RFP at its discretion by notifying in Bank's website, without thereby incurring any liabilities to the affected Audit Firm(s). Reasons for cancellation / reissue, as determined by the Bank in its sole discretion include but are not limited to, the following:

- Services Contemplated are no longer required or not required immediately
- Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments
- The assignment is not in the best interest of the Bank
- Any other reason

5.6. BID SECURITY DECLARATION

The Bidder shall furnish, bid security declaration as per **DOC-D** certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document **Rs. 5,000 (Rupees five thousand only)** to be submitted in the form of DD favouring Indian Bank, payable at Chennai or through electronic transfer as detailed in "Clause 5 of Schedule of Events and Bid Details"

MSE/NSIC registered bidders are exempted from submitting the cost of bid document. Such bidders should submit the copy of registration certificate and other document along with declaration as per **DOC-K** for claiming exemption for Cost of Bid document as proof which should be valid for the current period.

5.7. AUTHORIZATION TO BID

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

5.8. LANGUAGE OF BIDS

All bids and supporting documentation shall be submitted in English



5.9. BID CURRENCY

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

5.10. PERIOD OF BID VALIDITY

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

5.11. BIDDING

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

5.12. BID SUBMISSION

Interested eligible bidders may submit their quotation for Audit and Compliance to Digital Payment Security Controls and Practices as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the RFP documents. Any other documents sent by any other mode will not be accepted.
2. Any correction should be authenticated by the same signatory with official seal. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
3. Bank has the right to accept or reject any quotation/cancel the e-tender at any stage at its sole discretion without assigning any reason thereof.
4. Please note that
 - (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
 - (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the RFP without assigning any reason therefor.
5. Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.



6. This RFP is not transferable.
7. The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
8. Nothing in this Agreement shall obligate either Party to enter into any further Agreements.
9. In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.
10. The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline mentioned above will thereafter be subject to the deadline as extended.

5.13. ACCEPTANCE OF BIDS

Last date for submission of bids is 15:00 Hours on 15.07.2021. Bids received after 15:00 Hours on 15.07.2021 will not be accepted under any circumstances.

5.14. EVALUATION AND COMPARISON OF BIDS

General Evaluation

- a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- c) Bank may seek additional clarification at the time of evaluation.
- d) Only bids from Bidders meeting the eligibility criteria (as described in the RFP) and submitting complete and responsive bids will be evaluated. The evaluation procedures to be adopted for the bid will be the sole discretion of the Bank and the Bank is not liable to disclose either the criteria or the evaluation report/ reasoning to the bidder(s).

Bank reserves the right to

- reject the bids not submitted in the prescribed format or incomplete in any manner or not containing sufficient information, in the view of the Bank.
- verify the validity of bid information and reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of evaluation.



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

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

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

The calling for quote does not confer any right on the bidder for being awarded any work order.

5.15. CLARIFICATION OF BIDS

During the scrutiny, evaluation and comparison of the offers, the bank may, at its discretion, seek clarification from some or all the bidders. The request for clarification and the response shall be in writing/email and no change in the substance of the bid shall be sought, offered or permitted.

5.16. LIABILITIES OF BANK

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

5.17. BID AND PROPOSAL OWNERSHIP

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



5.18. BID PRICING INFORMATION

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

5.19. NEGOTIATION

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

5.20. POST QUALIFICATION

In the absence of pre-qualifications, the Bank will determine to its satisfaction whether the Bidder selected is qualified to perform the contract.

The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidences of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Bank deems necessary and appropriate, including details of experience and records of past performance.

5.21. NOTIFICATION OF AWARD

The acceptance of a RFP, subject to contract, will be communicated in writing/email at the address/email supplied for the bidder in the RFP response. Any change of address of the Bidder, should therefore be promptly notified to Assistant General Manager, Information Systems Security Department, Indian Bank, 66, Rajaji Salai, Chennai – 600 001, Tamil Nadu. Contact phone No: 044- 25269722 / 25269709 email-id – issc@indianbank.co.in, radhika.v@indianbank.co.in, anil.lakra@indianbank.co.in

5.22. AWARDING OF CONTRACT AND SIGNING OF CONTRACT

After the Evaluation Process, the successful bidder will be issued Work Order by the Information Systems Security Department of the Bank.

Acceptance of Work Order should be submitted within 7 calendar days of Work Order along-with authorisation letter.

Within 10 working days of Work Order, the successful bidder shall sign the contract.

If for any reason L1 bidder backs out after issuance of work order/rate contract order or at the time of finalization of the contract or gets disqualified on detection of wrong or misleading information in the proposal or the work order issued to the L1 bidder does not get executed in part / full, Bank reserves the right to call the L2 Bidder for negotiation and the right to select the next ranked bidder in such circumstances. Bank shall inform the regulatory authorities and blacklist the bidder for a period of one year.



5.23. OTHER TERMS AND CONDITIONS

- i. Bank reserves the right to
 - amend / alter/ modify any/ some/ all of the requirements, as it may deem necessary either at its own initiative or in response to clarification sought by interested Applicants and notify the same on its website/e-procurement portal before the last date for submission of response under this RFP. All such amendments shall be binding on the Applicants.
 - modify or relax the eligibility criteria at any time, without assigning any reason, whatsoever.
 - change the dates mentioned in this RFP document, which will be notified on the Bank's website.
 - seek more information in due course, if considered necessary.
 - waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- ii. The Audit Firms, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or to any of their authorized officer(s), including those which are provided by the Bank on its web-site.
- iii. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- iv. The information provided by the Audit Firms in response to this RFP document will become the property of the Bank and will not be returned.
- v. Bank will not be liable for any costs incurred by the applicant in the preparation of the response to this RFP.
- vi. Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- vii. The bidder shall indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- viii. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or services or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- ix. The bidder shall submit a non-disclosure agreement (**DOC-O**) on behalf of the bidder and in the individual capacity of all the persons involved after selection of the successful bidder.



- x. Subject to any law to the contrary and to the maximum extent permitted by law, Bank and its Directors, Officers, Employees, Contractors, Agents, and Advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of Bank or any of its Directors, Officers, Employees, Contractors, Agents or Advisors.
- xi. The selected firm shall have to complete the assigned jobs within the time limits agreed upon with the Bank at the time assigning the job.
- xii. The invitation for RFP and/or allocation of assignments/jobs will be at the sole discretion of the Bank. It is also to be understood and agreed by the Audit Firm(s) that decision of the Bank regarding selection of the Audit Firm(s) for sending invitation for RFP and allocation of assignments during contract period shall be final and binding on all concerned. No communication in this regard, verbal or written, will be entertained.
- xiii. The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.



6. CONDITIONS OF CONTRACT

6.1. ACCEPTANCE OF WORK ORDER

- The successful bidder shall sign, affix official stamp and date on the duplicate copy of the Work Order and return it to the bank as a token of having accepted the terms and conditions of the purchase order. This bid together with notification of award from the Bank will constitute a binding contract.
- Power of Attorney authorizing the representative to sign the documents to be produced as required.

6.2. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a contract with Indian Bank, within 10 working days of work order or within such extended period as may be specified by **Chief Manager, Information Systems Security Department, Indian Bank, 66, Rajaji Salai, Chennai 600 001** on the basis of the RFP Document, the RFP/bid and the letter of acceptance submitted by the successful bidder, and such other terms and conditions, as may be determined by the Bank to be necessary for the due performance of the work.

6.3. SUBJECT OF THE CONTRACT

The audit firm shall provide services to the Bank's requirement as set out in the request for Proposal issued by the Bank as per the terms and conditions of Agreement entered with the Bank. Wherever there is a conflict between the documents mentioned herein, the following order of precedence shall apply as appearing herein below,

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

6.4. PERFORMANCE BANK GUARANTEE

1. Within TEN (10) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish Performance Security for **3%** of the estimated cost of assignment in the form of Bank Guarantee valid for a period of **6 months** from the date of issue with further one-month claim period as detailed below as per the format given in **DOC - P**
2. The Service Provider shall be responsible for extending the validity date and claim period of the Bank guarantee as and when it is due, on account of non-completion of the project.



3. The performance security submitted by the Audit Firm shall be invoked by the Bank if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
4. The performance security shall be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.

6.5. PAYMENT TERMS

Payment shall be made to the audit firm on submission of invoice after completion of the assignment and to the satisfaction of the Bank. Bank shall not entertain any request for part payment during the course of the assignment from the audit firm.

6.6. AUDIT FIRM'S OFFER

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

6.7. OBLIGATIONS OF THE AUDIT FIRM

- The Audit Firm is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract, and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- The Audit Firm is obliged to work closely with the Bank's Co-ordinator(s) and staff and act within the scope of this RFP. The Audit Firm is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
- The Audit Firm shall appoint an experienced Representative to manage its performance of the Contract within 7 days from the date of signing of the contract. The Representative shall be authorised to accept orders and notices on behalf of the Audit Firm and to generate notices and commit the Audit Firm to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Bank.
- The Audit Firm shall complete the assignment and deliver the relevant reports in accordance with Contract requirements or such schedule and specification changes as the Audit Firm may be entitled to.
- The Audit Firm shall undertake to comply with all the prevailing laws and regulations in India while undertaking the assignment for the Bank.
- Compliance to regulations of Reserve Bank of India/other regulatory agencies – The Audit Firm will also undertake to comply with all the requirements of the guidelines of Reserve



Bank of India or other appropriate agencies as regards Information Systems Security Standards issued from time to time.

- Performance of the Contract can be treated as complete only after the Bank has received successfully all of the Deliverables and Services as per the terms of the Contract.
- The Audit Firm shall undertake to intimate the Bank immediately about any change/development in their organization, during the period of contract, relating to the requirements of this RFP, including but not limited to change in constitution, professional certifications and availability of professional resources.
- The Audit Firm shall undertake to inform Information Systems Security Department of the Bank, before undertaking any other assignment /service to the Bank (other than those covered in this RFP) during the validity of the contract.
- Bank reserves the right to inform IBA/GOI/RBI in case any major vulnerability is noticed after Security Audit within 6 months from the date of security audit.

6.8. TECHNICAL COMPETENCE

- The bidder shall provide the names of the persons likely to be involved in the audit along with their technical qualifications acquired to prove that the firm possesses the required technical expertise to conduct the audit. The successful bidder after intimation from the Bank regarding having been selected shall provide, if required by the Bank, as proof Xerox copies/soft copies of the personnel involved in the audit for possessing the valid technical qualification.
- Only persons having CISA/CISM/CISSP/GIAC(SANS)/CEH/OSCP/BS7799/ISO 27001 qualifications and with adequate experience will be utilized by the Audit Firm for this assignment. Franchise of I S Auditors/Security Specialists will not be permitted under any circumstances.
- The audit firm shall utilise only the licensed version of the tools to be utilised, if any, to be used for the evaluation purpose.
- The successful bidder shall ensure adherence to applicable codes of conduct and auditing standards with due professional care.

6.9. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- As the successful bidder(s) will have access to the data/information of the bank while auditing the security, bank will require the bidder(s) and their representatives to sign a confidentiality/non-disclosure agreement undertaking not to disclose or part with any information relating to the bank and its data to any person or persons, as may come into possession of the bidder(s) during course of this assignment. The bidder shall also give a declaration stating that he does not have any vested interest in applying for this audit. They are also prohibited from transmitting any information through personal email IDs and cloud storage. The successful bidder should ensure removal of any data/ information of the bank after the completion of the audit period, shall give a commitment to the effect,



prior to the commencement of the audit and a confirmation immediately after removal of the same.

- The Non Disclosure Agreement (NDA) has to be executed by the firm as well as individually by the auditors performing the Gap Analysis / Assessment in the format as required by the Bank, on Non-judicial stamp paper of appropriate value.

6.10. DELAYS IN THE IS AUDITOR'S PERFORMANCE

- The audit firm must strictly adhere to the audit schedule, as specified in the Contract, executed between the bank and the audit firm, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following:
 - (a) Claiming Liquidated Damages
 - (b) Termination of the agreement fully or partly
- If at any time during performance of the Contract, the audit firm should encounter conditions impeding timely delivery of the Systems and/or performance of Services, the audit firm shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the audit firm's notice, the Bank shall evaluate the situation and may at its discretion extend the audit firm's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.
- A delay by the audit firm in the performance of its delivery obligations due to reasons solely and directly attributable to the audit firm alone and that was in no way contributed to by any act or omission of the Bank or any event of force majeure shall render the audit firm liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

6.11. ASSIGNMENT AND SUB CONTRACTING

- The Audit Firm shall not assign, in whole or in part, its obligations to perform or right to receive payments under any Contract entered with the Bank.
- The Audit Firm shall not franchise or subcontract or delegate or permit anyone other than their personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.
- All members of the proposed audit team should be employees on Audit Firm's pay rolls. No part of the engagement shall be outsourced by the Audit Firm to third party.

6.12. TAXES AND DUTIES

- The price charged by the Audit Firm for the services performed shall not vary from the contracted schedule of fees. Taxes as applicable will be deducted from the fees, as per prevailing rules at the time of payment.



- The audit firm is responsible for all taxes levied in connection with performances of Services.

6.13. USE OF CONTRACT DOCUMENTS AND INFORMATION

- The audit firm shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- The audit firm shall not, without the Bank's written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person(s) other than a person(s) employed by the Information Security Audit or in the performance of the Contract. Disclosure to any such employed person(s) shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for purpose of such performance.
- Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.
- Any publicity given pursuant to permission given by the Bank shall be subject to the confidentiality requirements as well as within the express authority granted under such permission in writing.
- These provisions shall be applicable for a period of one year after termination of the Contract and completion of assignment.

6.14. PUBLICITY

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

6.15. INDEMNIFICATION

- The Successful bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Successful bidder.
 - ii. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Successful bidder;
- Further, the Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from



infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements

- i. All indemnities shall survive notwithstanding expiry or termination of the contract and the successful bidder shall continue to be liable under the indemnities.
- ii. Claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death, loss incurred by Bank on account of wrong recommendations for remediation offered and in these cases the liability will be unlimited.

6.16. TERMINATION FOR CONVENIENCE

The Bank, by 30 days written notice sent to the audit firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the audit firm under the Contract is terminated, and the date upon which such termination becomes effective.

6.17. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the audit firm, may terminate this Contract in whole or in part:

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

'For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at



artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

6.18. LIQUIDATED DAMAGES

- The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations by the audit firm under the terms and conditions of the contract and its amendments and the audit firm shall be liable to pay the Bank as liquidated damages at the rate of 0.5% of the contract price for delay of every week or part thereof. Once the penalty crosses 10% of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.
- Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the audit firm either as per the Contract, executed between the Bank and the audit firm pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the audit firm

6.19. FORCE MAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



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

6.20. NOTICES

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

6.21. RESOLUTION OF DISPUTES

- The Bank and the audit firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the audit firm have been unable to resolve amicably a Contract dispute, either party may require, by giving notice, that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a mutually agreed third party, adjudication in an agreed national forum.
- Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the contract.
- The dispute resolution mechanism to be applied shall be as follows:
 - (a) In the event of any controversy or dispute or difference arising between the Bank and Audit Firm regarding the interpretation of any part of the agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the audit firm; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, Indian Banks' Association (IBA), India which appointment shall be final and binding on the parties.
 - (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Chairman, Indian Banks' Association (IBA), India shall appoint the Arbitrator. A certified copy of the order of the Chairman, Indian Banks'



Association (IBA) making such an appointment will be furnished to each of the parties.

- (c) Where the value of the contract is Rs. One Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
 - (d) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - (e) The decision of the majority of arbitrators shall be final and binding upon both the parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
 - (f) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.
- Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree.

6.22. JURISDICTION

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

6.23. GOVERNING LAW

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

6.24. GOVERNING LANGUAGE

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



7. INSTRUCTIONS TO BIDDERS FOR E-TENDERING

GENERAL

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

7.1. INSTRUCTIONS

7.1.1. RULES FOR WEB PORTAL ACCESS

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



- Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
- Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time on the next working day i.e up to 3.00 PM. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
- However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

7.1.2. REGISTRATION

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

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

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

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

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.



Support Contact No. 080-40482100, 99432 77499
Support Email: gunaseelan.m@antaressystems.com

7.1.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- Eligibility Criteria, along with all supporting documents required.
- All Annexures as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- Compliance to Technical Qualifications as per Bid.
- Any other information sought by the Bank with relevant to this RFP

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

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

7.1.4. BID RELATED INFORMATION

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

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

7.1.5. OFFLINE SUBMISSIONS

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

- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned)



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

The bidder is requested to submit the Demand Draft in a Sealed Envelope on or before **02.07.2021 14:00 Hours** to the address mentioned under "Schedule of events and Bid Details Clause No. 3" of this RFP. The envelope shall be super scribed as "**Evaluation of identified gaps and suggestion on further controls – Master Direction on "Digital Payment Security Controls" by RBI**" and the words '**DO NOT OPEN BEFORE 15.07.2021 15:30 Hours**'.

In case of transfer of Cost of Bid document through electronic mode, mail confirmation must be sent to the email address provided below before the pre-bid meeting to be held on 02.07.2021 15:00 Hours:

issc@indianbank.co.in,
Radhika.v@indianbank.co.in,
anil.lakra@indianbank.co.in

7.1.6. OTHER INSTRUCTIONS

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

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

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

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



8. ELIGIBILITY CRITERIA

Only Companies/LLPs/Firms with CERT-In Certification are required to apply. Applicants who are not empanelled with CERT-In or have been blacklisted / barred / disqualified by any regulator / statutory body or the Applicant is otherwise involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which may lead to legal action, are barred from being considered for selection, hence they need not apply and no further correspondence shall be made with them. If such incident comes to light post selection, the contract with the Audit Firm shall be treated as cancelled at no cost to the Bank.

SN	Eligibility Criteria	Proof to be enclosed
1.	The Applicant should be a Company registered under Companies Act, 1956/2013 or LLP registered under Limited Liability Partnership Act, 2008 or Partnership Firm registered under Indian Partnership Act, 1932 and should have been operating for at least five years in India as on 31.03.2021.	Copy of Certificate of Incorporation, Memorandum and Articles of Association and / or copy of Registered Partnership Deed
2.	The applicant should have been included in the latest panel of Information Systems Auditors maintained by Computer Emergency & Response Team, India [CERT-IN] as on date.	Copy of valid certificate
3.	The applicant should have positive net worth in each of the last three financial years of the applicant.	Certificate from the Chartered Accountant confirming the same
4.	<p>The applicant should have resources possessing sufficient domain and technical knowledge in respect of development, security and audit of applications including Net Banking, Mobile Banking applications, FRM solution, reconciliation mechanism, card payment security. The Audit Firm should have minimum one qualified professional holding valid certification in CISA / CISM / CISSP / ISO 27001 (LA/LI) as partners/directors.</p> <p>The Audit Firm shall involve only personnel with either one or more of the following qualifications in this project with valid certifications</p>	<p>Declaration should be submitted by authorised signatory in the prescribed format</p> <p>(Doc I)</p>

	<p>I. CISA</p> <p>II. CISM</p> <p>III. CISSP</p> <p>IV. ISO 27001 (LA/LI)</p> <p>V. C E H</p> <p>VI. COBIT Certificate Holder</p> <p>VII. Certified PCI DSS professional</p> <p>VIII. CCNA / CCNP</p> <p>IX. CHFI</p> <p>X. SSCP</p> <p>XI. Comp TIA</p> <p>XII. GIAC</p> <p>XIII. CRISC</p> <p>XIV. ECSA</p> <p>XV. OSCP</p> <p>XVI. ECIH</p> <p>XVII. CPTE</p>	
5.	<p>The applicant should have the capability and willingness to deploy competent resources to carry out the assignment entrusted by the bank at Chennai, Mumbai, Kolkata.</p>	<p>Declaration to be submitted in the prescribed format</p> <p>(Doc-I)</p>
6.	<p>The applicants or their promoters or sister / group concerns should not be involved in any legal case that may affect the applicant's solvency / existence or in any other way affect the applicant's capability to provide / continue the services to the Bank.</p> <p>1. The applicant should also not be involved in any litigation / arbitration proceeding.</p> <p>2. The applicant should not have been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Government Department / Statutory Body / Public Sector Undertaking / Public Sector Bank in India.</p> <p>3. The name of the applicant or its promoter/partner etc. should not be in the defaulter/barred/caution list published/ displayed at web sites of public/ Autonomous bodies such as RBI/ IBA/ ECGC/SEBI/ICAI.</p> <p>4. The applicant or its sister concern should not have been involved in any unlawful activity as per the laws of the land.</p>	<p>Self-Declaration / Certificate of Fair Practices Code in the prescribed format</p> <p>(Doc-J)</p>
7.	<p>Applicant or their subsidiaries/sister concerns</p> <p>➤ whose Partner/Director is a member of the Bank's Board.</p>	<p>Self-Declaration in the prescribed format</p> <p>(DOC J)</p>

	<p>➤ who have undertaken statutory audit of the Bank presently or in the last one year as on 31.03.2021.</p> <p>shall not be eligible to participate in the RFP</p>	
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Bank reserves the right to seek more information in due course, if considered necessary.



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9. DOCUMENTS TO BE SUBMITTED AS PART OF BID

Documents	Details	Whether enclosed (Y/N)
Doc-A (i)	RFP Response format and Undertaking – Covering Letter in Letterhead signed by Authorized Signatory in the prescribed format	
Doc-A (ii)	Final Commercial Bid	
Doc-B	Letter of Authority / Power of Attorney for participation in the RFP on behalf of the company / LLP / Firm	
Doc-C	Details of Audit Firm, SPOC of the Audit Firm and Core Audit Team	
Doc-D	Bid Security Declaration	
Doc-E	(i) Demand Draft for Rs. 5000/- favoring Indian Bank and payable at Chennai OR Declaration for MSME registration OR Declaration of earlier payment details. (ii) Format Of Guarantee In lieu of Bid Security	
Doc-F	Documentary proof of existence / Copy of Certificate of Incorporation / Memorandum and Articles of Association in case of company and Registered Partnership Deed in case of LLP/firm	
Doc-G	Documentary proof of Empanelment with CERT-In	
Doc-H	Certificate from Chartered Accountant regarding the Organization's net worth in the last three financial years of the applicant.	
Doc-I	Format of confirmation of professional qualifications	
Doc-J	Declaration / Fair Practices Code Undertaking	



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Doc-K	Undertaking for MSME Benefits (if applicable)	
Doc-L	Self Declaration – Blacklisting	
Doc-M	Copy of Bank's Request for Proposal along with amendments / clarifications, if any, duly signed by the authorized signatory of the applicant in acknowledgement of the terms and conditions	

Document to be submitted Post selection by the successful bidder

Doc-N	Contract Form	
Doc-O	Non-Disclosure Agreement	
Doc-P	Format of Performance Guarantee to be submitted	
Doc-Q	Declaration for Source Code Audit	

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Date: 25/06/2021

10. FORMATS

Doc A (i) – RFP Response format and Undertaking

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

To

Indian Bank,
Information Systems Security Department
66 Indian Bank Buildings, Rajaji Salai
Chennai – 600 001

Dear Sir,

Sub : **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.**

Ref : **RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021**

With reference to the above RFP, having examined and understood the instructions, terms and conditions, we hereby enclose our offer for conducting Evaluation of the identified Gaps and suggestion on further controls based on Master Circular issued by RBI on Digital Payment Security Controls, as detailed in your above referred inquiry.

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

We confirm that we are CERT-In empanelled Audit Firm and the validity of the empanelment is _____. We undertake to submit the Certificate of Renewal from CERT-IN immediately after the expiry of validity. We understand that Bank may terminate the contract in case our organization ceases to be on CERT-IN Empanelled list.

We understand that the Bank may debar us from participating in future tenders and report the matter to regulatory authorities in case any of the details furnished are found to be false.



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

We confirm that the offer shall remain valid for 90 days from the closing date for submission of the bid.

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

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

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

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

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

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

If selected, we understand that it would be on the basis of the eligibility criteria as specified in the captioned RFP. If our bid is accepted, we will furnish Guarantee from a Scheduled Commercial Bank in a sum equivalent to Performance Security for **3%** of the estimated project cost valid for 6 months from the date of issue with further one-month claim period for the due performance of the Contract, in the form prescribed by the Bank.

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

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

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal)

Date:



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

Doc – A (ii) FINAL COMMERCIAL BID

Date:

To

Indian Bank,
Information Systems Security Department
66 Indian Bank Buildings, Rajaji Salai
Chennai – 600 001

Dear Sir,

Sub : Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021

Ref : RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021

Further to online RFP conducted on _____, we give below the breakup details.

S.No	Description	Total Cost (In Rs.)
1	Cost towards Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI	
Grand Total (In Rs.)#		

Total Rupees in words: _____

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

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

Name:

Designation:

Mobile No:

e-mail id:

Signature of the Bidder

(Authorized Signatory)



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

Company Name:

Company Seal

Business Address:

Date:

Telephone:



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

**DOCUMENT – B – LETTER OF AUTHORITY / POWER OF ATTORNEY FOR PARTICIPATION
IN THE RFP ON BEHALF OF THE COMPANY / LLP / FIRM**

(Letter to the Bank on Applicant's letterhead)

I, _____, the Company Secretary/ authorized person of
_____ [Name of Company / LLP / Firm], certify that
_____ who signed the bid in response to Bank's RFP is /are authorized to
do so and bind the Company/LLP / Firm by authority of its board/governing body.

Date:

Signature

(Organization's Seal) (Name)



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

Document C - Details of Audit Firm, SPOC of the Audit Firm and Core Audit Team
(Letter to the Bank signed by Authorised Signatory on the Applicant's letterhead)

Date:

To,
The Assistant General Manager
Indian Bank, Head Office
Information Systems Security Department

Dear Sir / Madam,

Sub : Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.

Ref : RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021

I. Details of the Audit Firm:

S. No	Details	
1.	Name of the Audit Firm	
2.	Constitution	
3.	Year of Incorporation	
4.	Registered Office / Complete Postal Address	
5.	Telephone, Mobile and Fax Numbers	
6.	Email Address	
7.	Name and address of the directors/ Partners	
8.	Date of original empanelment with CERT-In and Expiry date of current empanelment.	

II. Single Point of Contact (SPOC) for all Bank related queries and assignments undertaken :

Details	Contact 1	Contact 2
Name of the Contact		
Title / Designation		



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

Telephone Number		
Fax No		
Mobile Number		
Email address		
Address for communication		

III. Profile of Core audit team to be assigned for the project

SN	Name	Designation	Part time/ Full time	Professional Qualification	Years of experience in the audit firm

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal)



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC D - BID SECURITY DECLARATION

To
Indian Bank
Head Office
Information Systems Security Department
Chennai 600 001

Sub : **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021**

Ref : **RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021**

We M/s (bidder) intending to submit the bid for conduct of **Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI** as per the RFP Dated declare that the firm having registered office at (address of the bidder) shall abide by the following conditions

1. We shall not withdraw our bid during the period of bid validity
2. If the Bank has notified acceptance of the bid, we shall not refuse to execute the contract.

In case we fail to execute the terms of this contract to the satisfaction of the Bank, we understand the failure on part of the audit firm / organisation shall be intimated to regulatory authorities, IBA and CERT-IN.

(Signature with seal of authorised signatory)



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC – I – FORMAT OF CONFIRMATION OF PROFESSIONAL QUALIFICATIONS

(on applicant's letter Head)

Sub : **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.**

Ref : **RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021**

I/We, the undersigned and the Authorised Signatory declare that we are having resources with sufficient domain and technical knowledge in respect of development security and audit of applications including Net Banking, Mobile Banking applications, FRM solution, reconciliation mechanism, card payment security.

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

The Brief profile of our Partner / Director is furnished hereunder:

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

We confirm that the employees involved in this project with the Bank as per RFP Dated is having the required qualification and the details are accurate as provided in the format “Profile of Core Audit Team to be assigned for the project”

I/We confirm having personally verified the documentation in respect of the qualification obtained by the personnel and the validity of the professional qualifications. We confirm that the details provided are accurate.

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



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

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

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

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

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

I/We confirm that our Audit Firm is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the bank at Chennai, Mumbai, Kolkata as per the Bank's requirement and necessity.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal)



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

Doc-J- Declaration / Fair Practices Code Undertaking

(On Applicant's Letter head)

Sub : **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.**

Ref : **RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021**

We, hereby declare/undertake as under:

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

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

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

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

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

None of the Partners/ Directors of the firm/LLP / company is a member of the Bank's board. We/our sister concerns have not undertaken statutory audit of the Bank presently or in the last one year as on 31.03.2021.



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

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

We confirm that our Audit Firm is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the bank at Chennai, Mumbai, Kolkata as per requirement.

When the assignment is entrusted, we shall ensure that the audit work is done by qualified Professionals having requisite expertise.

We note to certify that the person who is going to conduct the audit is on our rolls and we note to provide information on the personnel as per format DOC-I and mention the length of his/her service with us.

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

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

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

Signature

(Authorized signatory with seal)



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC K: UNDERTAKING FOR MSME BENEFITS

To

Date

Assistant General Manager
Indian Bank
Information Systems Security Department
66, Rajaji Salai, Chennai
600 001
India

Dear Sir,

Sub : **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.**

Ref : **RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021**

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a) Issue of RFP Documents to MSEs free of Cost

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

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC - L - SELF DECLARATION – BLACKLISTING

To

Assistant General Manager
Indian Bank
Information Systems Security Department
66, Rajaji Salai, Chennai
600 001
India

Dear Sir,

Sub : **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.**

Ref : **RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021**

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC N - CONTRACT FORM

THIS AGREEMENT made theday of.....2021 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Bank") of the one part and (Name of audit firm) having its Registered Office at (Address of the audit firm) (hereinafter called "the audit firm") of the other part :

WHEREAS the Bank invited bids vide Ref: CO: ISSD:192:2021-22 dated_____ for conduct of "Evaluation of identified gaps and suggestion on further controls – Master Direction on "Digital Payment Security Controls" by RBI" and has accepted a bid by the Bank for the provision of services for the sum of Rs. (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Commercials submitted by the Bidder;
- (b) the Conditions of Contract;
- (c) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Bank to the Audit Firm as hereinafter mentioned, the Audit Firm hereby covenants with the Bank to provide the services to support the Bank and provide suggestions for remediation in respect of status of compliance to Digital Payment Security Controls and Practices propounded by Reserve Bank of India vide their Master Circular RBI/2020-21/74 DoS.CO.CSITE.SEC.No.1852/31.01.015/2020-21 February 18, 2021 as per the provisions of the Contract.

4. The Bank hereby covenants to pay the Audit Firm in consideration of the services provided as per the terms of this RFP..... dated

Brief particulars of the goods and services which shall be supplied/provided by the Audit Firm are as under:



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

S. No.	BRIEF DESCRIPTION OF SERVICES	PRICE

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Audit Firm)
in the presence of:.....



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC O – NON DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2021.. **BETWEEN** _____ (Name of audit firm) having its registered office at _____ (hereinafter referred to as “Audit Firm” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as “**IB**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Bank is interalia engaged in the business of banking and M/s ... has engaged in the business of

The Bank has placed order on the service provided for..... ((hereinafter referred to as “**the Purpose**”) vide purchase order no..... dated.... And the Audit Firm has accepted the same and the parties have entered in an contract on.....

In the course of performance of obligations under the said Purchase order/contract, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information:

“Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the performance of obligations under the above contract and in connection with the purpose. Confidential Information shall include data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

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, or



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- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

- a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- b) The Audit Firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The Audit Firm shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such 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

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this



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Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of the above said purchase order/contract between the Parties. 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 the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the obligations of Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in time except and, until such information enters the public domain

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. Remedies:

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



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9. Entire Agreement, Amendment, Assignment:

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

10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

11. Dispute resolution mechanism

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

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

12. Severability

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

13. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

14. Indemnity:

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



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IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory:
Designation:



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

DOC P - FORMAT OF PERFORMANCE BANK GUARANTEE

(To be submitted by successful bidder)

Bank Guarantee No.

Date:

To:

INDIAN

BANK,

CHENNAI,

INDIA.

WHEREAS (Name of Selected bidder) hereinafter called "the Selected bidder") has undertaken, in pursuance of Contract No..... dated, for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis (hereinafter called "the Contract") to you.

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

AND WHEREAS we have agreed to give the Selected bidder a Guarantee:

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

This guarantee is valid until theday of.....2021.....and claim period is upto

Signature of Authorized Official with Seal

Date.....2021..

Address:.....

.....

NOTE:

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



Ref: CO/ISSD/192/2021-22

Date: 25/06/2021

Doc-Q: DECLARATION OF SOURCE CODE AUDIT

(To be submitted by successful bidder)

To

Assistant General Manager
Indian Bank
Information Systems Security Department
66, Rajaji Salai, Chennai
600 001
India

Dear Sir,

Sub: **Request for Proposal (RFP) for Evaluation of identified gaps and suggestion on further controls – Master Direction on “Digital Payment Security Controls” by RBI dated February 18, 2021.**

Ref: RFP No IB:CO:ISSD:192:2021-2022 DATED 25.06.2021

We declare that, source code of our application has been audited by professionally competent personnel/service providers.

We further declare that if we become successful bidder (L1 bidder), we will submit the proof of Source Code Audit to the Bank.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

