

**Expression of Interest (EOI)
for
Empanelment of Auditors to carry out
Forensic Audit, Incident Investigation for
the Bank (E-tendering)**



**UCO BANK
Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064**

EOI Ref. No: UCO/DIT/527/2024-25 Date: 11-06-2024

The information provided by the bidders in response to this EOI Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this EOI Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this EOI Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank (E-tendering). It should not be reused or copied or used either partially or fully in any form

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The EOI is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

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ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below

Abbreviations	Description
SB	Successful Bidder
SLA	Service Level Agreement
CVC	Central Vigilance Commission
CBS	Core Banking Solutions
CCNA	CISCO Certified Network Associate
CCNP	CISCO Certified Network Professional
DC	Data Centre
DR Site	Disaster Recovery Site
EMS	Enterprise Management Services
EOD	End of Day
GUI	Graphical User Interface
MSME	Micro Small Medium Enterprise
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
BG	Bank Guarantee
TCO	Total Cost of Ownership
BRANCHES	UCO Bank Domestic Branches

CONTROL SHEET TABLE

Tender Reference	EOI Ref. No: UCO/DIT/527/2024-25 Date:11.06.2024
Date of issue of EOI	11.06.2024
Pre-Bid queries submission Date	On or before 20.06.2024 up to 05:00 PM
Pre bid Meeting and Venue	21.06.2024 at 04:00 PM (Meeting would be done through Video-Conferencing)
Last Date and Time for receipts of tender bids	03.07.2024 at 04:00 PM
Opening of Technical Bids	03.07.2024 at 04:30 PM
Website for Online EOI	https://www.ucobank.com & https://eauction.auctiontiger.net/EPROC/
Address of Communication	Chief Manager, UCO Bank, Head Office-2 Department of Information Technology 7th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Address for support for Online EOI/Process of submission of tender documents	<p>This Tender will follow e-tendering process [e-bids] as under which will be conducted by Bank's authorized e-Tendering Service Provider M/s E-Procurement Technologies Limited through Website https://eauction.auctiontiger.net/EPROC/ Following activities will be conducted online through above website:</p> <p>a) Submission of Eligibility/Technical Bid by the bidder b) Clarification, if any, sought by the Bank c) Opening of Eligibility/Technical Bid by the Bank d) On-line evaluation by the Bank.</p> <p>Representatives of bidders will be given training for e- Tendering by the Service Provider, M/s E-Procurement Technologies Limited.</p> <p>* Bidders who wish to participate in online tenders will have to register with the website (https://eauction.auctiontiger.net/EPROC/) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.</p> <p>* Following facilities shall be provided to registered bidders by the service provider M/s E-Procurement Technologies Limited:</p> <p>a) Support to the Bidders for participating in the bids</p>

through e-tendering Website.

b) Call center support/ email/ phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.

d) User Manual / Training Kit to the Bidder.

e) Any no. of users of Bidder organization can take support on the e-tendering system.

f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s E-Procurement Technologies Limited. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

E-Procurement Technologies Limited.

ISO 9001:2015, ISO 27001:2013 & CMMI Level-3

Certified Company A-201-208, Wall Street - II, Opp.

Orient Club, Nr. Gujarat College, Ellisbridge,

Ahmedabad – 380006, Gujarat, India

Ph: - 079-35022106 / 7990334985

Fax: - 080-49352034

Help Desk:

Contact Person: Nandan Valera

Mobile no. 079-35022106 / 7990334985 / 9081000427 /

9510813528 / 6354919566/9265562818

(On working days-0900 hours–1800 hours)

e-mail: nandan.v@eptl.in

support@auctiontiger.net

Bidders who wish to participate in e-Tender need to fill data in predefined forms of EOI, Technical available in respective tender only.

h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted

	bid
Email address	hodit.proc@ucobank.co.in nandan.v@eptl.in support@auctiontiger.net
Contact Telephone/Fax Numbers (Bank Side)	Tel: 033-44559770/ 9324

Note: UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers

PART-I

1 INTRODUCTION

UCO Bank, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24*7.

2 OBJECTIVES

Bank has set up Cyber Security Operations Center (CSOC) on-premises, operational on 24*7 basis, with various security tools and technologies, to carryout continuous surveillance for identifying vulnerabilities across the Bank's IT infrastructure. SOC operation facilitate bank in identifying and addressing security threats and vulnerabilities.

As cybercriminals become more sophisticated, Bank need the help of qualified partners to stay ahead of the curve. Bank Intends to enter into a partnership with the leader available in the market from whom Bank can have instant support in case of exigency such as forensic. Bank will ask for quotations from the empaneled Auditors for various requirements and a suitable Auditor will be selected subsequently.

Against the above backdrop UCO BANK invites Expression of Interest (EOI) from the prospective bidders having proven past experience, competence in the field of forensic Audit and incident investigation for the Bank and wishing to be considered for short listing for participating in bidding process of the proposed empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank.

Please note, this is the first stage of multiple-stage procurement process. The objective of this EOI is to identify and pre-register eligible applicants who are interested in providing the proposed solution and have suitable capacity, capability and experience.

The bidders (also called the vendors throughout this document) empanelled under the EOI document shall be responsible to complete the allocated job and fulfilling all obligations and providing all deliverables and services required for successful completion of the project. Unless agreed to specifically by the Bank in writing for any

changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the EOI document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this EOI documents.

The bidders should take care of submitting the bids properly filled and uploaded on tendering website before closing date and time. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

3 ELIGIBILITY CRITERIA

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

Sl. No.	Criteria	Proof of Documents required/ must be submitted
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013.</p> <p>OR</p> <p>A Partnership Firm registered under Partnership Act. 1932.</p> <p>OR</p> <p>Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. In case of partnership firms, Deed of Partnership should be submitted. 6. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.
2.	<p>The Bidder should have an average annual turnover of Rs.50 Cr during the last three financial years (i.e., 2020-2021, 2021-2022 and 2022-23).</p>	<p>Copy of audited balance sheet of the financial years i.e., 2020-2021, 2021-2022 and 2022-23 should be submitted.</p>
3.	<p>The Bidder should have positive Net Profit in last three financial years. (i.e., 2020-2021, 2021-2022 and 2022-23)</p>	<p>Copy of audited balance sheet of the financial years (i.e., 2020-2021, 2021-2022 and 2022-23 should be submitted.</p>

		Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years i.e., 2020-2021, 2021-2022 and 2022-23 should be submitted.
4.	The bidder should have an experience in the field of Cyber Forensic audit and digital Forensics of minimum 5 years in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches as of bid submission date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Service Certificates / Completion Certificates in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
5.	The bidder must be having on their rolls, on permanent employment basis, a minimum of 10 (ten nos.) professionals who hold professional certifications like CEH / CISA / CISSP / CISM / ISO 27001 LA / DISA (ICAI) with requisite experience to handle the work as per the scope (valid as on date).	The profile of the Core Audit team must be submitted as per format given in Annexure – XVI format. Respective professional certificates to be submitted.
6.	The bidder must be having professionals who hold professional certifications like CFE (Certified Fraud Examiner) or FAFD (Forensic Accounting and Fraud Detection) with requisite experience to handle the work as per the scope (valid as on date).	The CV of the Core Audit team must be submitted as per format given in Annexure – XVII format. Copies of certification/Degree in CFE (Certified Fraud Examiner) or FAFD (Forensic Accounting and Fraud Detection) etc. related Certificate in Forensic Audit.
7.	The bidder should have done minimum 10 Cyber forensic audits for different type of incidents in single or multiple organization during past 5 years. Out of which three shall be in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches.	Documentary proof must be provided as per format given in Annexure XVIII along with copies of Work Order along with completion certificate.
8.	The bidder is having at least 2 Digital Forensic Specialists (Full Time) who can perform task of digital evidence collection and analysis	The CV of the Core Audit team must be submitted as per format given in Annexure – XVII. Documentary Proof of Certified Courses.
9.	Bidder should have Local Presence	An Undertaking must be provided on

	in Kolkata	letterhead.
10.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, bye-Laws, Guidelines, Notifications etc.	Documentary evidence to be submitted by the bidder as per Annexure – V. Bidder shall also submit an undertaking in letter head as per format given in annexure IV for undertaking Forensic Audit Assignment.
11.	The bidder should be an empanelled Security Auditing Firm with CERT-IN as on bid publication date and also during the course of Audit.	Copy of valid CERT-IN certificate
12.	Bidder should not have been debarred / black-listed by any bank or RBI or ICAI or any other regulatory authority or Financial Institutions in India as on date of bid submission.	Annexure IV is to be submitted
13.	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Note: -

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider.

PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1 INVITATION FOR BIDS

UCO Bank invites e-tenders comprising of eligibility and Technical bid from experienced prospective bidders having proven capabilities of conducting Forensic Audit, Incident Investigation for the Bank. The prospective bidders are required to adhere to the terms of this EOI document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) empanelled under the EOI document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the EOI document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this EOI documents.

EOI document may be downloaded from our website www.ucobank.com . and e-tendering website <https://eauction.auctiontiger.net/EPROC/>

The Bid document shall be in two parts viz. Eligibility & Technical Bid. All the bids must be uploaded on e-tendering website properly prior to closure of bid submission gateway. Bank will not be responsible for any submission failed due to technical glitch.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this EOI, will be shortlisted for technical evaluation; the qualified bidders will be notified separately.

UCO Bank is not responsible for non-receipt of response to EOI within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

2 DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this EOI and study the EOI document carefully. Bid shall be deemed to have been submitted after careful study and examination of this EOI with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this EOI. Failure to furnish all information required by this EOI or submission of a Bid not responsive to this EOI in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3 EARNEST MONEY DEPOSIT

- Bank reserve the right to modify the Earnest money deposit requirements at the time of floating RFP/RFQ.

4 REJECTION OF THE BID

The Bid is liable to be rejected if:

- i. It is received through E-mail.
- ii. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- iii. It is received after expiry of the due date and time stipulated for bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (EOI) are liable for rejection by the Bank.
- v. Bidder should comply with all the points mentioned in the EOI. Non-compliance of any point will lead to rejection of the bid.
- vi. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Expression of Interest (EOI).
- viii. Non-submission of Integrity Pact as per format given in Annexure – XI.

5 PRE-BID MEETING

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@ucobank.co.in. It may be noted that no query from any bidder shall be

entertained or received after the above-mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-X.

6 MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, appropriate legal case may be initiated by the Bank.

7 INFORMATION PROVIDED

The EOI document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this EOI document.

8 CLARIFICATION OF OFFER

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

9 LATE BIDS

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

10 ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this EOI.

11 FOR RESPONDENT ONLY

The EOI document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

12 DISCLAIMER

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

13 COSTS BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

14 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

15 CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.

The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

16 CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an 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 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.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17 NON-TRANSFERRABLE OFFER

This Expression of Interest (EOI) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary EOI price (for downloaded EOI) will be eligible for participation in the evaluation process.

18 ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in bid control sheet.

19 PERIOD OF BID VALIDITY

Bids shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by UCO Bank. UCO Bank holds the rights to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence. In exceptional circumstances, UCO Bank may solicit the bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional and irrevocable. A bidder acceding to the request will neither be required nor be permitted to modify its bid.

20 No Commitment to accept Lowest or any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers

including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations, and Bank's decision would be final, conclusive and binding upon the bidder.

21 ERRORS AND OMISSIONS

Each Recipient should notify Bank of any error, omission, or discrepancy found in this EOI document in the form of pre-bid queries within the time as given in control sheet.

22 ACCEPTANCE OF TERMS

A Recipient will, by responding to Bank EOI, be deemed to have accepted the terms as stated in the EOI.

23 EOI RESPONSE

If the response to this EOI does not include the information required or is incomplete, the response to the EOI is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting EOI process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

24 NOTIFICATION

Bank will notify the Respondents in writing as soon as possible about the outcome of the EOI evaluation process, including whether the Respondent's EOI response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

25 ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

26 CLARIFICATIONS ON AND AMENDMENTS TO EOI DOCUMENT

Prospective bidders may seek clarification on the EOI document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to

the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the EOI contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

27 LANGUAGE OF BIDS

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

28 AUTHORIZED SIGNATORY

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

29 ADOPTION OF INTEGRITY PACT

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.

- v. Bidders not to pass any information provided by the principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – IX** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

1. Shri Rajan S Katoch

A-91, Alkapuri,
Bhopal, MP- 462022
email: rkatoch@nic.in

2. Shri Hare Krushna Dash

House.No.829,Sector 8
Gandhinagar- 382007, Gujarat
email: hkdash184@hotmail.com

All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.

30 RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of

Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the EOI. Certificate as per the Annexure XX to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or.
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

31 OTHER TERMS AND CONDITIONS

- i. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process. Documents (viz. Integrity pact, Bank Guarantee, Undertakings etc.) which are to be executed on non-judicial stamp paper, have to be submitted in original / hard-copy at the communication address mentioned below, within three days from the date of bid opening:

**UCO Bank, Head Office-II
Department of Information Technology,
Procurement Cell,
7th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064**

- ii. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- iii. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- iv. Response of the Bid: The Bidder should comply all the terms and conditions of EOI.
- v. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- vi. UCO Bank shall be under no obligation to accept the lowest or any other offer received.
- vii. In response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

PART –III: BID OPENING AND EVALUATION CRITERIA

There would be two (2) stages for evaluation process. The Stages are:

Eligibility Criteria Evaluation

Technical Evaluation

1 BID EVALUATION

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned above, will be shortlisted for the technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for empanelment (maximum 10).

2 TECHNICAL EVALUATION

- a. The proposals will be evaluated in two stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XIII. In the second stage, Technical Evaluation as mentioned in Annexures – XIV,XV the bidders will be shortlisted, based on their responses.
- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the EOI.
- c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part – IV, Annexures – XIV and Technical Scoring Annexures – XV done by Bank.

- The Bidders, who comply with Bank's technical specifications and other terms and clauses of the EOI document as explained in above points, will be shortlisted for evaluation as per the Technical Evaluation Matrix. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Evaluation Matrix. The Bidders themselves will not fill in any score in Technical Evaluation Matrix. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- After scrutiny of the TECHNICAL BID document and supporting documents, and responses to various Technical Evaluation Matrix points, scoring of marks will be done therein against bids of shortlisted bidders as explained

above. The total marks in the Matrix scored by the bidder will be called Technical Score.

The evaluation/selection process will be done on technical competence as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this EOI will be completed first as per the following guidelines.

Technical scoring will be done as per the criteria given below:-

Total marks 100

Minimum marks for qualifying criteria : 50% of Group-assigned marks for each group and 60% of Total marks in total score

Once the evaluation of technical proposals is completed, the bidders who score more than or equal to **60 marks in total (out of 100) and minimum 50% in each group of group-wise marks** will only be short-listed. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 60%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 55%. In case at least 2 participants are not found with score above 55%, the entire process would be cancelled and Bank reserved the right to go in for re-tendering process.

During technical evaluation, the following to be kept in view:-

- The requirements are given in annexures.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response („Y“ or “N”) to the questionnaire in the column “Compliance” in related annexures.
- The Responses should be as per the table below:

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than „Y“ or „N“ the same will be treated as Not Available i.e. „N“.
- Bidder should comply with all the requirements given in annexures. Non-compliance to any of the requirement in annexures may attract rejection of the proposal.

3 NORMALIZATION OF BIDS:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to

ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this EOI, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this EOI, agrees to the process and conditions of the normalization process.

PART –IV: SCOPE OF THE WORK

SCOPE OF AUDIT WORK

Keeping in view the guidelines of RBI, Govt. of India, NPCI, UIDAI, SWIFT, NCIIPC etc. and Bank's IT security Policy, a comprehensive Forensic Audit has to be undertaken covering the various Key Areas:

Digital Forensic Audit for cyber-attack or any other incident:

1. Undertake Computer Forensic, Mobile Device Forensic, Network Forensic, Email Forensic, Social Media Forensic and Database Forensic.
2. Undertake Forensic audit for collecting and analyzing digital evidence from computers, servers, mobile devices, and storage media. Auditors use specialized tools to recover deleted files, analyze system logs, and identify traces of malware.
3. Undertake Forensic audit, extraction of information/ evidence including Imaging of different types of digital devices such as **Laptops (Windows, MacOS), Mobile phones, Smartphones (including I-phones, I-pads, Tablets – Android and iOS), ATMs, Cash Recyclers, ADC Channels, DBU, BC Endpoints devices, Hard Drives (Desktop, Laptop, Server and External), USB drives, Flash Drives, SD Cards, CCTV /DVR CDs/DVDs, Servers, Cloud Network etc.**
4. Undertake Digital & Mobile Forensics including indexing of complete data, time-line analysis, meta data analysis, Decryption and password cracking, keyword searching, data retrieval etc.
5. Undertake Log File Analysis by Examining log files from various systems can provide a timeline of activity and potential red flags
6. Hash value report generation and preparing separate working copy by using legal and most efficient and updated forensic tools.
7. Network Intrusions: Auditors shall examine network logs and system activity to identify unauthorized access attempts, malware infections, or other suspicious activity. **The endpoints which have been affected by Network intrusion.**
8. Threats (External / Internal): Cyber audits requires to investigate employee / vendor misconduct involving digital information, such as stealing data, deleting critical files, or sabotaging systems.

Part A : Services

(i) Digital Evidence Acquisition:

(ia) Logical and physical acquisition of data from various digital devices, including computers, mobile phones, storage media, and cloud platforms.

(ib) Use of forensically sound techniques to ensure the chain of custody is maintained.

(ii) Digital Evidence Preservation:

(iia) Secure storage of acquired evidence using industry-standard methods.

(iib) Maintaining a documented chain of custody for all evidence.

(iii) **Digital Evidence Analysis:**

(iiia) Conducting a comprehensive examination of acquired evidence to identify the relevant data.

(iiib) Utilizing forensic tools and techniques to recover deleted files, analyze internet activity, and identify potential security breaches.

(iiic) Correlating findings across various devices and data sources.

(iiid) In response to Data Breach, how the breach happened, what data was stolen, and who might be responsible

(iv) **Reporting and Presentation:**

(iva) Generating detailed reports that document the examination process, findings, and conclusions.

(ivb) Preparing reports in a clear and concise format, suitable for legal and technical audiences.

(ivc) Providing expert witness testimony, if required.

Part B : Specific Requirements

(i) Adherence to industry best practices and established digital forensics standards, including those outlined by International organizations

(ii) Utilization of advanced forensic tools and technologies for efficient and effective data acquisition, analysis, and reporting.

(iii) Experience in handling a variety of digital evidence, including computer systems, mobile devices, cloud storage, and network data.

(iv) Familiarity with legal requirements for digital evidence collection, preservation, and presentation in court.

(v) Highly skilled and certified digital forensics professionals with demonstrable experience.

(vi) Ability to maintain a strict chain of custody for all evidence throughout the investigation process.

(vii) Secure and encrypted storage facilities for digital evidence.

(viii) Maintain confidentiality of information gathered during the assignment

(ix) Replication or cloning of Hard disk, devices and files / folder required during Forensic Audit

Part C : Deliverables

- (i) A detailed plan outlining the approach to the investigation.
- (ii) Forensically sound copies of all acquired digital evidence.
- (iii) Comprehensive digital forensics reports documenting the examination process, findings, and conclusions
- (iv) Expert witness testimony, if required.
- (v) Assisting Bank for responding cyber-attacks, investigate security breaches and collect evidence for legal purposes.
- (vi) Preparation and submission of a report mentioning about the findings and conclusions on the analysis / examination as per the terms of reference and within timelines specified.

Part D: Security Measures Post cyber-attack or any other incident:

- (i) Analysis and suggest appropriate security technologies and ensuring that security tools are properly integrated into existing systems.
- (ii) Identifying weaknesses in Bank's security posture.
- (iii) Review Secure Configuration Documents adopting best practices for servers OS, Web application, Database, Security Devices, Network Devices etc.
- (iv) Vendor can advise in enhancing the setup of C-SOC.
- (v) The audit can help identify weaknesses in the organization's cyber security posture, such as outdated software, misconfigured systems, or weak passwords.
- (vi) Improving Security Measures: Based on the findings, recommendations can be made to strengthen security controls, improve incident response procedures, and prevent future cyber-attacks.

Part E: Chain of Custody of Evidence:

- (i) Collecting Evidence for Lawsuits If a Bank is the victim of a cybercrime, the audit can help gather evidence that can be used in legal proceedings against the attacker.
- (ii) Irrefutable evidence that can be used before regulatory authorities/enforcement agencies/ court to convict persons of crime, it must be handled in a scrupulous and careful manner to prevent tampering or contamination.
- (iii) An identifiable person must always have the physical custody of a piece of evidence, document its collected and handover to an evidence to employee in a secure place in sealed packet.
- (iv) These transaction, and every succeeding transaction between the collection of evidence and its appearance in court, should be completely

documented chronologically in order to withstand in order to withstand legal challenges to the authenticity of the evidence.

- (i) The identity of all evidence handlers, duration of evidence custody, security conditions while handling or storing the evidence, and the manner in which evidence is transferred to subsequent custodians each time a transfer occurs(along with the signatures of persons involved at each step).

Other Point

This RFP / EOI does not commit UCOBANK to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP / EOI.

PART-V

1. ORDER DETAILS

Empanelled vendors out of EOI will be invited to participate in RFQ/RFP. The selected vendor in RFQ/RFP process will receive purchase order by CISO, Head Office - 1 as per requirement. The payment will be made by CISO, Head Office and the Performance Bank Guarantee for order will be required to be submitted in the same office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

2. CONTRACT PERIOD

The tenure of the Contract will be for a period of **3 (three) years** effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefore.

The performance of the selected bidder shall be reviewed half yearly and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

3. PAYMENT TERMS

Payment Terms per Audit work allocated to any empanelled vendor will be specified in RFQ/RFP floated for respective audit work as decided CISO Office.

4. NON PARTICIPATION

The bidder is expected to participate in every RFQ process initiated by the Bank. In case if the shortlisted bidder is not able to participate in consecutive three RFQ processes the bidder's empanelment will be cancelled and the bidder may not be allowed to participate in the upcoming Audit Processes initiated by the bank under this EOI during the contract period.

5. SINGLE POINT OF CONTACT

The empanelled bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this bid.

6. HUMAN RESOURCE REQUIREMENT

The selected bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- a)** The selected bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- b)** The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc., and shall be accountable for all the personnel deployed/engaged in the project.
- c)** In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- d)** No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- e)** The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications, skills and deployment experience for all critical activities.
- f)** The Bidder has to submit following KYC documents for onsite/Offsite engineer
 - I. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - II. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
 - III. Aadhar Card - Duly attested photocopy by candidate and Bidder HR
 - IV. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
 - V. Passport - Duly attested photocopy by candidate and Bidder HR
 - VI. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR
- g)** The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum

Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

7. PRELIMINARY SCRUTINY

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

8. AWARD OF CONTRACT

The bidder who qualifies in the technical evaluation will be empanelled by the Bank to provide services as per requirement by floating Request for Quotation (RFQ). The Empanelled vendor who quotes the lowest price in RFQ will be awarded the contract to complete the audit process as mentioned in RFQ.

The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late **acceptance** of the order by selected Bidder.

9. SUB CONTRACTING

As per the scope of this Agreement sub-contracting is not permitted, unless otherwise permitted by the Bank.

10. TAXES

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are

due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

11. CONFIDENTIALITY AND SECRECY

The EOI document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The EOI document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the EOI document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the EOI document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.**

12. COMPLIANCE WITH LAWS

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other

statutory obligations arising therefrom.

All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising therefrom.

The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives(agents from and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor. The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project.

13. FORCE MAJEURE

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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

14. COMPLIANCE WITH RESERVE BANK OF INDIA'S OUTSOURCING POLICY

During bid submission bidders should ensure compliance with the RBI's circular on "Master direction on outsourcing of Information Technology Services" vide circular number RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated April 10, 2023 and RBI's circular on "Master direction on Information Technology Governance, Risk, Controls and Assurance Practices" vide circular no.-RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/ 2023-24 dated 07.11.2023. Selected bidder should comply with the directions of above referred RBI circular and any amendment thereon post award of contract.

15. COMPLETENESS OF THE PROJECT

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

16. ORDER CANCELLATION

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The **selected Bidder/Vendor** commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;

- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;
- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the **selected** Bidder/Vendor to perform the job to the satisfaction of the Bank;
- i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

- i. **In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.**
- ii. **If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.**
- iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.
- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected

Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank with interest @ 15% per annum, further the selected Bidder/Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- v. The selected Bidder/Vendor shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days' time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 82 (in part-III) of this Agreement. Any other mode of communicating the termination/cancellation of the Agreement will be deemed to be invalid.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the law(s) for the time being in force.

17. INDEMNITY

In consideration of the Bank having agreed to accept our offer in terms of this bid, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.

We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following

acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 15 days of the claim and/or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.

Exclusion:

Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from: (i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release;

Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.

“Embedded Software” shall mean embedded or bundled third-party software, including open source software. A ‘Release’ means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A ‘Supported Release’ shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)

If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:

- modify or replace all or part (s) of the Solution to make it non-infringing;**
- procure for the Bank the right/license to continue using the Solution; or**
- remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.**

However, it is clarified that this remedy will not curtail any of Bank’s rights under this Agreement.

c. for any loss or damages caused to the Bank’s premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder’s employees, representatives, agents and/or associates;

d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

18. PUBLICITY

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

19. PRIVACY AND SECURITY SAFEGUARDS

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

20. TERMINATION FOR CONVENIENCE

The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

21. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice **(90 days' notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

22. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

23. CONSEQUENCES OF TERMINATION

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

24. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this EOI, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

25. DISPUTE RESOLUTION MECHANISM

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the

Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

26. ARBITRATION

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

27. APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

28. LIMITATION OF LIABILITY

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The **selected Bidder/Vendor** will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of **the loss caused to the Bank**.
- iii. The limitations set forth in point no. (i) shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.
 - b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**

c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.

d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project**.

iv. **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this EOI/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

29. AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e., the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so, required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

30. NON- SOLICITATION

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel

working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

31. SITE NOT READY

Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that Bidder shall not be liable for any delay arising out of Bank's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.

32. AUDIT

The Vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software/Source code/Manuals etc.) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.

The Vendor and or its /their outsourced agents/sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Vendor.

The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Vendor. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 2 days (two days) to the Vendor before such audit and the same shall be conducted during the normal business hours.

Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the Auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g. internal cost breakup etc.).

33. COMPLIANCE WITH IS/CYBER SECURITY POLICY

The selected bidder shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the selected Bidders. Some of the key areas are as under:

- a) Responsibilities for data and application privacy and confidentiality.
- b) Responsibilities on system and software access control and administration.
- c) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
- d) Physical Security of the facilities.
- e) Physical and logical separation from other customers of the Vendor.
- f) Incident response and reporting procedures.
- g) Password Policy of the Bank.
- h) Data Encryption/Protection requirements of the Bank.
- i) In general, confidentiality, integrity and availability must be ensured.

34. NON-ASSIGNMENT

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.

35. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be

affected by the illegal, invalid, or unenforceable provision or by its severance here from.

36. BLACKLISTING

Grounds for Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- (i) any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- (ii) any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/ Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- (iii) any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(A) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i)** submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii)** any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;

- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and

e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;

xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,

xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

(B) Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(C) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

37. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c.** That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d.** That the bidder will strictly maintain the secrecy of Bank's data.

38. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting

(Tender offer forwarding letter)

To,

**The Deputy General Manager (DIT)
UCO Bank, Head Office
Department of Information Technology,
7th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank.

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website dated _____ on the captioned subject, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank, as mentioned in the EOI document forming eligibility as well as Technical Bids being parts of the above referred Bid.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

If empanelled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective EOI

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of Place:

Date:

Designation:

Authorized Signatory:

Name:

General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Shareholding Pattern:
6. Major change in Management in last three years
7. Names of Banker /s

B. Financial Position of Bidder for the last three financial years

	2020-21	2021-22	2022-23
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**B. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
In PSU banks
In non-PSU banks

Details of Experience in implementation of similar orders

Sl. No.	Name of Organisation	Contract Period (last 5 Years)	
		From	To

N.B. Enclose copies of Purchase Orders as references.

Place:

Date:

Name:

AUTHORISED SIGNATORY

Designation:

[Undertaking to be given on a Non-Judicial Stamp Paper of Appropriate Value]

**The Deputy General Manager (DIT)
UCO Bank, Head Office
Department of Information Technology,
7th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064.**

Dear Sir,

Sub: Expression of Interest (EOI) for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank.

EOI Ref No.: UCO/DIT/527/2024-25 Date: 11.06.2024

With reference to the above EOI we have to state the following: -

1. We undertake to respond to any Request for Proposal (RFP) or Request for Quote (RFQ) as and when called for by the Bank under limited tendering process.
2. We have examined and understood the instructions, terms and conditions forming part of the abovementioned EOI and agree to abide by the General Terms and Conditions stated therein.
3. We further confirm that any offer in response to Request for Proposal (RFP) or Request for Quote (RFQ) will be in conformity with the terms and conditions as mentioned therein.
4. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on a yearly basis and, if found unsatisfactory will be removed from the list of empanelled vendors.

Yours faithfully,

Authorised Signatory
(Signature and Seal of the Company / Firm)
Name & Designation :
Name of Company / Firm:
Full Address of the Company / Firm:
Date:

UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER

Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank.

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

(Deviation to the above if any, the Bidder must provide details of such action(s))

Signature (1) (2)

(Duly authorized to sign)

Name:

Capacity in which as executed:

Name & registered address of the Bidder:

Seal of the Bidder to be affixed

Undertaking to abide by all by-laws / rules / regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,
The Deputy General Manager (DIT),
UCO Bank, Head Office – II,
Department of Information Technology,
7th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064.

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the EOI including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the EOI Ref. No: UCO/DIT/527/2024-25 Date: 11.06.2024 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said EOI.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 2024.

Place:

For M/s. [Seal and Signature(s) of the Authorized Signatory(s)]

**Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act
& Labour Laws**

To,
Deputy General Manager (DIT)
UCO Bank, Head Office
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,
**Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation
for the Bank.**

Further to our proposal dated in response to the Request for Proposal
(Bank's tender No..... herein referred to as
EOI) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out
the services in your bank for the above said contract are paid minimum wages /
salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act
in force. All the employees/operator deployed by the selected bidder for the
digitization activity must comply with government's rules and regulations like minimum
wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank
against any action / losses / damages that arise due to action initiated by
Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company
under the contract or any other contract of the Company with the Bank if a penalty is
imposed by Labour Commissioner towards non-compliance to the "Minimum Wages /
Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the
quotation)**

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

To,
The Deputy General Manager (DIT),
UCO Bank, Head Office,
7th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank).

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. Hereinafter referred to as "EOI") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for No Deviation

**To
The Deputy General Manager (DIT)
UCO Bank, Head Office
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.**

Dear Sir,

Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank.

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. Hereinafter referred to as "EOI") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the EOI and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the EOI, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)

	2020-21	2021-22	2022-23
Turnover			
Profit / Loss			
Net worth			

Place:

Date:

Name:

AUTHORISED SIGNATORY

Designation:

Format of Pre-Bid Queries to be submitted by the Bidder(s)

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

EOI Page No.	EOI Clause No.	Original EOI Clause	Query sought/ Suggestions of the Bidder

Place:

Date:

Name:

AUTHORISED SIGNATORY

Designation:

INTEGRITY PACT**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank hereinafter referred to as Stores and / or Services. And

M/s _____ having its registered office at _____ represented by _____

Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii)** The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as

part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any EOI / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder

who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in EOI).

11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

- 11.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7** The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only.)

This Non-Disclosure Agreement is entered into on this Day of..... 2024

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as **“the Bank”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY** (Each of Bank and the vendor is sometimes referred to herein as a **“Party”** and together as the **“Parties”**).

WHEREAS the Vendor/Receiving Party is inter alia engaged for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank as per the terms and conditions specified in the EOI Ref. No: **UCO/DIT/527/2024-25 Date: 11.06.2024**. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other’s business for the purposes of entering into Agreements for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank.

WHEREAS the Parties recognize that each other’s business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party’s business, impair a Party’s investments and goodwill, and jeopardize a Party’s relationship with a Party’s clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel,

proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party’s customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party’s confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party’s employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

I Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extract of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

I Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to

perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) I Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) I Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____
Name: _____
Designation: _____
Date: _____

for and on behalf of

.....

(The selected bidder)

Signature: _____
Name: _____
Designation: _____
Date: _____

ELIGIBILITY COMPLIANCE

Sl. No.	Criteria	Proof of Documents required/ must be submitted	Compliance Yes/No
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013.</p> <p>OR</p> <p>A Partnership Firm registered under Partnership Act. 1932.</p> <p>OR</p> <p>Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2. Copies of Memorandum of Association</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. In case of partnership firms, Deed of Partnership should be submitted.</p> <p>6. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p>	
2.	The Bidder should have an average annual turnover of Rs. 50 Crores during the last three financial years (i.e., 2020-21, 2021-22 and 2022-23).	Copy of audited balance sheet of the financial years i.e., 2020-21, 2021-22 and 2022-23 should be submitted.	
3.	The Bidder should have positive Net Profit in last three financial years. (i.e. 2020-21, 2021-22 and 2022-23)	<p>Copy of audited balance sheet of the financial years (i.e., 2020-21, 2021-22 and 2022-23 should be submitted.</p> <p>Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years i.e., 2020-21, 2021-22 and 2022-23 should be submitted.</p>	
4.	The bidder should have an experience in the field of Cyber Forensic audit and digital Forensics of minimum 5 years in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches as of bid submission date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Service Certificates / Completion Certificates in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
5.	The bidder must be having on their rolls, on permanent employment	The profile of the Core Audit team must be submitted as per format given in Annexure – XVI format.	

	basis, a minimum of 10 (ten nos.) professionals who hold professional certifications like CEH / CISA / CISSP / CISM / ISO 27001 LA / DISA (ICAI) with requisite experience to handle the work as per the scope (valid as on date).	Respective professional certificates to be submitted.	
6.	The bidder must be having professionals who hold professional certifications like CFE (Certified Fraud Examiner) or FAFD (Forensic Accounting and Fraud Detection) with requisite experience to handle the work as per the scope (valid as on date).	The profile of the Core Audit team must be submitted as per format given in Annexure – XVI format. Copies of certification/Degree in CFE (Certified Fraud Examiner) or FAFD (Forensic Accounting and Fraud Detection) etc. related Certificate in Forensic Audit.	
7.	The bidder should have done minimum 10 Cyber forensic audits for different type of incidents in single or multiple organization during past 5 years. Out of which three shall be in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches.	Documentary proof must be provided as per format given in Annexure along with copies of Work Order along with completion certificate.	
8.	The bidder is having at least 2 Digital Forensic Specialists (Full Time) who can perform task of digital evidence collection and analysis	The CV of the Core Audit team must be submitted as per format given in Annexure – XVII. Documentary Proof of Certified Courses.	
9.	Bidder should have Local Presence in Kolkata	Undertaking on letter head must be provided	
10.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, bye-Laws, Guidelines, Notifications etc.	Documentary evidence to be submitted by the bidder as per Annexure – V. Bidder shall also submit an undertaking in letter head as per format given in annexure for undertaking Forensic Audit Assignment.	
11.	The bidder should be an empanelled Security Auditing Firm with CERT-IN as on bid publication date and also during the course of Audit.	Copy of valid CERT-IN certificate	
12.	Bidder should not have been debarred / black-listed by any bank or RBI or ICAI or any other regulatory	Annexure IV is to be submitted	

	authority or Financial Institutions in India as on date of bid submission.		
13.	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

TECHNICAL SPECIFICATION

All the solutions sought in technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (Yes / No) for each of the line items mentioned below as well as in **Scope of Work (Part – IV)** of this EOI to be eligible for evaluation of Bids

Sl. No.	Particulars	Compliance (Yes/No)
1	<p>The bidder has at least 10 resources on its payroll having requisite experience of conducting any areas of the Audit as per the scope of EOI. The auditing team should be a mix of (CISA or DISA) and (CISSP or CISM) and CEH certified (Certificate to be valid as on date) required to conduct forensic audit as per the Scope.</p> <ul style="list-style-type: none"> ➤ The list of the Audit Team members to be enclosed in Annexure – XVI. ➤ CV of Core Audit team members for UCO Bank to be enclosed in Annexure XVII. 	
2	The Core Team/Resources earmarked for conducting audit for UCO Bank must have experience in relevant fields covering the Scope of Work for at least 5 years.	
3	The bidder core team is having at least 2 Digital Forensic Specialists (Full Time) who can perform task of digital evidence collection and analysis	
4	The bidder/auditor to be deployed for UCO Bank must have experience in advanced forensic tools and technologies as per the Scope of this EOI.	
5	The bidder/auditor to be deployed for UCO Bank must have Highly skilled and certified digital forensics professionals with demonstrable experience as per the Scope of this EOI.	
6	The bidder/auditor to be deployed for UCO Bank must have Experience in Computer Forensic , Mobile Device Forensic , Network Forensic , Email and Social Media Forensic and Database Forensic as per the Scope of this EOI.	
7	The bidder/auditor to be deployed for UCO Bank must have Experience in collecting and analysing digital evidence from digital devices as per the Scope of this EOI.	

8	The bidder/auditor to be deployed for UCO Bank must have Log File Analysis experience as per the Scope of this EOI.	
9	The bidder/auditor to be deployed for UCO Bank must have Time-line analysis, meta data analysis, Decryption and password cracking, keyword searching, data retrieval etc. as per the Scope of this EOI.	
10	The bidder/auditor to be deployed for UCO Bank must have experience in Extraction of information/ evidence including Imaging of different types of digital devices as per the Scope of this EOI.	
11	The bidder/auditor to be deployed for UCO Bank must have experience in hash Value report generation and preparing separate working copy by using legal and most efficient and updated forensic tools as per the Scope of this EOI.	
12	The bidder/auditor to be deployed for UCO Bank must have Use of forensically sound techniques to ensure the chain of custody is maintained as per the Scope of this EOI.	
13	The bidder/auditor to be deployed for UCO Bank must have Documentation Experience as per the Scope of this EOI.	
14	The bidder/auditor to be deployed for UCO Bank must have Experience in forensic tools and techniques to recover deleted files, analyze internet activity, and identify potential security breaches as per the Scope of this EOI.	
15	The bidder/auditor to be deployed for UCO Bank must have Reports in a clear and concise format, suitable for legal and technical audiences as per the Scope of this EOI.	
16	The bidder/auditor to be deployed for UCO Bank must have Experience in Secure and encrypted storage facilities for digital evidence as per the Scope of this EOI.	
17	The bidder/auditor to be deployed for UCO Bank must have Audit experience in Bank undertake Digital, Mobile Forensic or Cyber security Fraud as per the Scope of this EOI.	
18	All the audit activities, methodology, approach & tools used by the bidder comply with RBI guidelines, IT act 2000, 2008 & other applicable regulations.	

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

Sl. No	Evaluation Parameters	Max Marks	Scoring Methodology	Score
A.	Average 50 Cr turnover in last 3 years	10	<ul style="list-style-type: none"> • 10 Marks – More than 60 Cr • 7 marks – 51-60 Cr • 5 marks – Up to 50 Cr 	
B.	The bidder should have an experience of minimum 5 years in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches in the field of Cyber Forensic audit and digital Forensics as of bid submission date.	15	<ul style="list-style-type: none"> • 15 marks – More than 7 years of experience. • 10 marks – 6-7 years of experience. • 08 marks – 5 years of experience. 	
C. (i)	The bidder should have done minimum 10 Cyber forensic audits for different type of incidents in single or multiple organization during past 5 years.	10	<ul style="list-style-type: none"> • 10 marks – Above 13 cyber forensic audits • 8 marks – 11-13 cyber forensic audits • 05 marks – 10 cyber forensic audits 	
(ii)	The bidder must have completed at least 3 cyber Forensic audits in past 5 financial years for Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches .	10	<ul style="list-style-type: none"> • 10 marks – Above 6 cyber forensic audits in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches 8 marks – 5-6 cyber forensic audits in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches. • 05 marks – 3-4 cyber forensic audits in Schedule commercial Bank (CBS environment) having minimum network of 1500 Branches 	
D.	The bidder must be having on their rolls, on permanent employment basis, a minimum no. of professionals (mentioned below) who hold professional certifications like CEH / CISA / DISA (certificate	15	<ul style="list-style-type: none"> • 15 marks – 15 or more professionals. • 10 marks – 11 to 15 professionals. • 08 marks – 10 professionals. 	

	issued by ICAI) / CISSP / CISM / ISO 27001 with requisite experience to handle the work as per the scope (valid as on date)			
E.	No. of digital forensic specialists in the Firm. Copies of certification/Degree in CFE (Certified Fraud Examiner) or FAFD (Forensic Accounting and Fraud Detection) etc. related Certificate in Forensic Audit.	15	<ul style="list-style-type: none"> • 15 Marks – More than 5 digital forensic Specialists • 10 Marks – 3-5 digital forensic Specialists • 8 Marks - 2 digital forensic Specialists 	
F.	The bidder should have conducted Forensic Audit in following areas: 1. Computer forensic Audit 2. Mobile device Forensic Audit 3. Network Forensic Audit 4. E-mail and social media forensic audit 5. Database Forensic Audit	25	<p>5 (five) Marks for each type of audit for different incidents/purpose in single or multiple organization.</p> <p>The bidder has to submit both Purchase Order and Completion Certificate mentioning each type of audit</p>	

Self-score (Please submit relevant documents for marks claimed)

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

ANNEXURE- XVI

Profile of the proposed Core Audit Team for this assignment

UCO/DIT/527/2024-25 Date: 11.06.2024

Sl. No.	Name of Proposed Auditor	Designation	Experience in Existing Profile	Total Experience (Years)	Educational Qualifications	Qualifications relevant to the forensic audit/digital forensics	Experience (Years) in forensic audit / digital forensics related work
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

(Signature and the capacity of the person duly authorized to sign Bid for and on behalf of)

CV of Core Audit Team Member

EOI REF NO: UCO/DIT/527/2024-25 Date: 11.06.2024.
(To be furnished on a separate sheet for each Team member)

Name of Staff			
Date of Birth			
Professional Qualifications/ Certifications			
Services in the firm from			
Previous employment record	Organization	From	To
Activities carried out			
Details of key assignments handled in the past three years			
Organization	Month and year	Details of assignment carried out	

Place:
Date:

AUTHORISED SIGNATORY
Name:
Designation:

Details of digital forensic services provided / projects undertaken for various Banks and Organisation in India

UCO/DIT/527/2024-25 Date: 11.06.2024

Name of Organisation	Project Undertaken	Period	Evidence

Place:
Date:

AUTHORISED SIGNATORY
Name:
Designation:

Undertaking for Manpower/Resources

**To,
The Deputy General Manager (DIT)
UCO Bank, Head Office -II
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank (E-tendering)

Further to our EOI dated, in response to EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank (E-tendering) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree that proper background check of Facility Management resources/manpower deployed in the Bank premises for above project will be ensured. The Bank is not responsible for any incident/event occurred due to any action of vendor's employee.

We undertake to submit necessary documents i.e., police verification etc. in case of our emergence as a successful bidder. Vendor has to do the necessary background verification check, that may cover many areas including but not limited to employment history, education verification, license/certification check, criminal history, driving records, CIBIL/credit check, drug screening, social media activity, and identity, for all the resources to be deployed at Bank's premises and has to give undertaking on quarterly basis in this regard.

The format mentioned under annexure must be signed by the Authorised Signatory along with the following documents of each and every employee:

1. Copy of PAN Number duly self-attested and verified by Vendor
2. Copy of Aadhaar Number duly self-attested and verified by Vendor
3. Police verification report
4. CIBIL Report without any delinquency

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

To,

**Deputy General Manager (DIT)
UCO Bank, Head Office-II
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank (E-tendering)

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.