



UCO BANK

Department of Information Technology

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

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

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) published on 29-06-2024

Sl. No.	EOI Page No.	EOI Clause No.	Original EOI Clause	Query sought/ Suggestions of the Bidder	Banks Response
1	10	Eligibility Criteria	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.	· Due to NDA restrictions, we cannot disclose the client's name on documents or POs. However, we can provide key credentials or redacted versions that outline the activities performed for the client.	Clause stands as per EOI
2	10	Eligibility Criteria	The bidder must be having on their rolls, on a 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 the requisite experience to handle the work as per the scope (valid as on date).	· Are these certifications mandatory, or can equivalent certifications be considered?	Clause stands as per EOI
3	10	Eligibility Criteria	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).	· Are these certifications mandatory, or can equivalent certifications be considered?	Clause stands as per EOI

4	10	Eligibility Criteria	The bidder is having at least 2 Digital Forensic Specialists (Full Time) who can perform task of digital evidence collection and analysis	<ul style="list-style-type: none"> Should these two forensic specialists be present on-site full-time, or will they be engaged on an on-demand basis? 	The bidder should have two digital forensic specialists (full time) on their roll. On need basis they will be deployed on-site as required by the bank.
5	26	Scope of Work	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.	<ul style="list-style-type: none"> To clarify, we are not an audit firm, and it is important to include appropriate scope limitations stating that we are not authorized to provide audit, assurance, or attest services as required by ICAI. Could you elaborate on or specify the devices included in ADC channels, DBU, or BC endpoint devices? Who will provide the necessary software, applications, or toolkits required for forensic imaging? Assistance with forensic collection and data processing on proprietary tools will be provided by the Bank. We can bring our own toolkits for on-demand activities. 	<p>Clause is self-explanatory.</p> <p>Clarification: All the necessary software and related toolkits for forensic audit to be Provided by vendor itself.</p>
6	26	Scope of Work- Digital Evidence Acquisition	Hash value report generation and preparing separate working copy by using legal and most efficient and updated forensic tools. ib) Use of forensically sound techniques to ensure the chain of custody is maintained	<ul style="list-style-type: none"> Does the Bank have a standard Chain of Custody template in place, or should we use our own CoC documents for the forensic imaging? 	Bidder shall governed by their own COC document, Bank will validate the same and provide concurrence for implementation.
7	26	Scope of Work	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	<ul style="list-style-type: none"> Do you currently utilize any SIEM solutions for log extraction and analysis purposes? Are we required to work on SOC solutions such as SIEM, DLP, etc., for log analysis? 	<p>Bank is currently utilizing SIEM solution for log extraction and analysis purpose.</p> <p>For conducting log analysis bidder can analyze log of required solution / devices.</p>

8	27	Digital evidence preservation	Secure storage of acquired evidence using industry-standard methods.	<ul style="list-style-type: none"> Is the bidder responsible for providing hard drives for storage/working copies of the acquired devices? How should the charges for these hard drives be considered for billing? 	Bank will provide media for storage of any digital forensic audit evidence.
9	27	Digital Evidence Analysis	forensic tools and techniques to recover deleted files, analyze internet activity, and identify potential security breaches.	<ul style="list-style-type: none"> Who will supply the required software for forensic evidence analysis? Should we bring our own forensic workstations for analysis? Is the processing and analysis expected to be conducted on the Bank's premises, or can we transfer the data to our forensic labs for analysis? 	All the necessary software and related toolkits for forensic audit to be provided by vendor itself. The processing and analysis expected to be conducted on the Bank's premises,
10	27	Reporting and Presentation	Preparing reports in a clear and concise format, suitable for legal and technical audiences.	<ul style="list-style-type: none"> Is there a standard report template specific to UCO Bank? Should we expect the report to be submitted to any third-party, regulator, or law enforcement agencies? Are there specific expenses allocated for expert witness testimony? 	Bidder shall be governed by their own documentation template, Bank will validate the same and provide concurrence for implementation.
11	28	Security Measures Post cyber-attack or any other incident	Review Secure Configuration Documents adopting best practices for servers OS, Web application, Database, Security Devices, Network Devices etc.	<ul style="list-style-type: none"> Given our specialization in forensic investigation and incident response, expertise from other domains of cyber security professionals will be necessary for this activity, and this will be considered/billed separately. 	This clause stands deleted.

12	29	Generic Queries	Generic Queries	<ul style="list-style-type: none"> Are there additional locations beyond your headquarters in Kolkata that will be included in this SOW? If so, will the devices/data from these locations be centralized at your HQ, or will we need to travel to them? Additionally, does the Bank intend to include any other entities or subsidiaries in this EOI? 	<p>Location will be mentioned in RFQ. Bidder should quote all inclusive prices. Invoice can be submitted one time during work allotment.</p> <p>For empanelment No minimum commitment charges.</p>
13	-	Generic Queries	Generic Queries	<ul style="list-style-type: none"> Should we bill separately for Out-of-Pocket Expenses (OPEs) such as travel, meals, airfare, hotel stays, etc., incurred during the activity? 	<p>Location will be mentioned in RFQ. Bidder should quote all inclusive prices.</p> <p>Invoice can be submitted one time during work allotment.</p> <p>For empanelment No min commitment charges</p>
14	Page 26	Part 4 – (Scope of work)Digital Forensic Audit for cyber-attack or any other incident	Digital Forensic Audit for cyber-attack or any other incident	Forensic Tools will be provided by the Bank or Vendor has to provide the same?	All the necessary software and related toolkits for forensic audit to be Provided by vendor itself.
15	Page 26	Part 4 – (Scope of work)Digital Forensic Audit for cyber-attack or any other incident	Digital Forensic Audit for cyber-attack or any other incident	Processing and analysis is to be performed at UCO Bank or at the Vendor Lab?	Processing and analysis is to be performed at UCO Bank premises.

16	Page 10	Clause 3- Eligibility Criteria - Point No. 4	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.	In forensics, we are bound by client confidentiality and non-disclosure agreements. Due to this, it would be impossible for us to share the contract copy/work orders. However, we can discuss our experience during presentations if that would be, okay.	Clause stand as per RFP
17	Page 10	Clause 3- Eligibility Criteria - Point No. 4	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.	Is work orders/purchase orders sufficient for the particular requirement?	Clause stands as per EOI
18	Page 10	Clause 3- Eligibility Criteria - Point No. 9	Bidder should have Local Presence in Kolkata	We provide Risk Advisory services across India. We are also empanelled with UCO Bank for other advisory services. In Kolkata, we work with various organizations in different sectors such as the private and public sectors. Will it suffice to have a local presence in Kolkata?	Clause stand as per RFP and self-explanatory
19	Page 46	Clause 32 – Audit	The Vendor shall be subject to an 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.	Is it mandatory for the Vendor to undergo annual audits conducted by internal or external auditors appointed by the Bank, or by inspecting officials from the Reserve Bank of India or any other regulatory authority?	Clause stand as per RFP
20	Page 28	Clause 28- Limitation of Liability	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.	There should be a maximum cap such as 10% of the contract value on the Vendor's liability for damages to the bank instead of the liability being limited to the entire contract value.	Clause stand as per RFP

21	Page 34	Clause 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.	What specific laws and regulations are applicable to this contract? There should be a cap on the indemnity provided by the Vendor	Clause stand as per RFP and self-explanatory.
22	Page 35	Clause 12- Compliance with Laws	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 indemnity provided by the vendor should exclude third-party claims, including those made by the banks' customers and/or regulatory authorities.	Clause stand as per RFP and self-explanatory.
23	Page 37	Clause 16- Order Cancellation	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.	The maximum capping should be 100% of the contract value. It should not go beyond the contract value.	Clause stand as per RFP
24	Page 38	Clause 16- Order Cancellation	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.	Considering that the cancellation and substitution of the vendor can happen due to any reason without us being at fault. Also, there is no cap as well. Can the requirement of the vendor to compensate the bank for any direct loss be reconsidered?	Clause stand as per RFP

25	Page 38	Clause 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.	Can there be a cap on the liabilities for which the Bidder must indemnify the Bank, including its Directors, Officers, and Employees? This would help ensure that the Bidder's responsibility for claims, demands etc during the contract period is manageable and not unlimited.	Clause stand as per RFP
26	Page 82	Annexure – XV- Point No. 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 to Certificate in Forensic Audit.	Clarification is required on whether digital forensic experts must hold CFE/ FAFD certifications? or teams having CFE/ FAFD certifications and digital forensic experts are two separate requirements. Also, whether CAs and MBAs be a part of the team?	Clause stand as per RFP
27	Page 28	Part C : Deliverables (iv)	Expert witness testimony, if required	1. While the services are available, the contracting is done on a case-by case basis. Please confirm if such a contracting model on need basis is permissible for this requirement.	It will be need based for empanelment with No minimum commitment charges.
28				2. Please confirm the territory of service delivery, specifically if all regions in scope for the services are with in india.	All regions in scope for the services are with in india.

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Corrigendum/Addendum published on 29-06-2024

Original Clause	Modified Clause
<p style="text-align: center;"><u>PART-V</u></p> <p>3. <u>PAYMENT TERMS</u></p> <p>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.</p> <p>6. <u>HUMAN RESOURCE REQUIREMENT</u></p> <p>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.</p> <p>f)The Bidder has to submit following KYC documents for onsite/Offsite engineer</p>	<p style="text-align: center;"><u>PART-V</u></p> <p>3. <u>PAYMENT TERMS</u></p> <p>RFQ to be issued to empaneled vendors will contain scope of work, assignment details and payment terms etc.</p> <p>6. <u>HUMAN RESOURCE REQUIREMENT</u></p> <p>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 as and when required.</p> <p>f) The Bidder has to submit following KYC documents for onsite/Offsite engineer as and when required.</p>

ANNEXURE- XV

Sl. No. Column

Clarification : Sl. No. is Group for marking criteria as per Part – III Bid Opening and Evaluation Criteria.

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.

NOTICE TO THE BIDDER

The last date for submission of bid documents for “**EOI for Empanelment of Auditors to carry out Forensic Audit, Incident Investigation for the Bank (E-tendering)**” which was scheduled on **03.07.2024** is hereby extended up to **08.07.2024 (4:00 P.M.)**. Bids will be opened on **08.07.2024 at 4.30 P.M.**

All other terms and conditions of the above bid document will remain unchanged.

Deputy General Manager