



The Andhra Pradesh State Cooperative Bank Ltd.

(A State Partnered Scheduled Bank)



Notification

Request for Quotations from Information System Audit firms to conduct IS Audit and Cyber Security Audit for the AP State Cooperative Bank & 13 District Cooperative Central Banks and its Data Centre & Data Recovery

REF: APCOB/PROC/02/2024-25 dated: 08.11.2024

Sl. No	Description	Details
1	RFP No. and Date	REF:APCOB/PROC/02/2024-25 dated : 08.11.2024
2	Brief Description of the RFP	Selection of Vendor for <u>Information System Auditors to conduct IS Audit & Cyber Security Audit for the AP State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre (DC) & Data Recovery (DR)</u> (details as mentioned in the current RFP)
3	Bank's Address for Communication and Submission of Bid	The Chief General Manager & CISO, AP State Co-op Bank Ltd., Governorpet Vijayawada - Andhra Pradesh - India
4	Bank Contact Details	The Chief General Manager & CISO ciso@apcob.org iscell@apcob.org +91 8121310560 0866 2429096
5	Date of Issue	08.11.2024
6	Last Date for Submission of Pre-Bid Queries	15.11.2024 till 04:00 p.m.
7	Last Date of Submission of Bids	25.11.2024 till 05:00 p.m.
8	Date and time of Opening of Eligibility Bid	26.11.2024 at 11:00 a.m.
9	Date and time of Opening of Technical Bid	Will be informed to the eligible bidders by mail
10	Date and time of opening of Part B-Commercial Bid	Will be informed to the eligible bidders by mail (qualified technical bidders)
11	Earnest Money Deposit (will not carry any interest which is Refundable)	Rs. 20,000/-

12	Website for RFP	https://www.apcob.org/
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3	Appendix-C Bid Security Declaration
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REF

1. Andhra Pradesh State Cooperative Bank Ltd, invites quotations from qualified IS Audit firms that fulfil the eligibility criteria mentioned here under and are willing to conduct Information System Audit and Cyber Security Audit of the Andhra Pradesh State Co-operative Bank, 13 DCCBs situated in:

Andhra Pradesh and its Data Centre (DC) at CtrlS, Madhapur, Hyderabad, Telangana State & Data Recovery (DR) at Pi data centre Mangalagiri, Guntur District, Andhra Pradesh State, and CBS ASP's Data centre at NTT, Mhape, Navi Mumbai & DR Netmagic, Bangalore, Karnataka State.

Here 'Bank', unless excluded by and repugnant to context or the meaning thereof, shall mean ' Andhra Pradesh State Cooperative Bank, Head Office, Vijayawada, Andhra Pradesh state ', and which has invited bids under this Request for Quotation for Bank & on behalf of 13 DCCBs in Andhra Pradesh and shall be deemed to include it successors and permitted assigns.

Both AP State Co-operative Banks and all 13 District Co-operative Central Banks are currently using CBS version BANCS-24 - -10.2.1

2. **The Hard Copy of the Quotation should be submitted in the prescribed format (Annexure - 3) to**

**The Chief General Manager & Chief Information Security Officer (CISO),
Andhra Pradesh State Cooperative Bank Limited,
Head Office, #27-29- 28,
NTR Sahakara Bhavan, Governorpet,
Vijayawada- 520002 with a soft copy also by e-mail (ciso@apcob.org), CC to
iscell@apcob.org.**

3. Applying professionals should submit self-attested signed & scanned in prescribed format, valid CISSP/CISM/CISA/CEH/OSCP and specific experience certifications, along with application.
4. Incomplete application or application without requisite enclosures will be rejected.
5. Mere submission of application does not, in any way, constitute guarantee for allotment of the audit job of any nature from the bank. The allocation of the Banks

to the auditors will be purely the prerogative of the Bank. Bank may, in its absolute discretion, seek additional information or any material from Respondents after closure of RFP and all such information and material provided shall be taken to form part of that Respondent's response.

6. **The Auditors/Agencies associated with the bank prior to this notification are also required to submit their quotation afresh as our entire previous notification, stands cancelled.**

7. **The eligibility criteria for job allocation with the Bank are as under:**

a. Auditors shall be having CISA/CISM (ISACA), CISSP, certifications with validity in force of certifications and other relevant certifications like CCNA, CCNP, PCI DSS, ISO27001, etc., are preferred. Relevant documentary evidence of the certifications in force to be produced.

b. Auditors (who are conducting the IS Audit) shall have experience of Information Systems Audit of minimum of consequent previous three years' experience in bank and relevant certificated documents from the previous organisations/Banks are to be produced prior to the commencement of Audit. Previous certified copies (attested) relevant 3 (three) previous consecutive years of IS AUDIT/Cyber Security Audit etc. to be submitted for verifying the Technical Bid qualification of Bid vendor.

c. For conducting VAPT, amongst the Audit team, it is required to have the valid professional certifications like CEH/OSCP/CND etc., and the same are to be submitted along with the Bid documents. The respective certification/s are to be self-attested by the VAPT qualified professional/s.

d. The Audit team should comprise minimum of 3 Qualified persons.

8. The IS Audit Scope document enclosed herewith also need to be signed by the applicant duly on the letter head with appropriate seal and required details.

9. **Clarifications to RFP and Pre-Bid Queries**

9.1. The bidder should carefully examine and understand the requirements, terms and conditions of the RFP and may seek clarifications, if required. The intending bidders in all such cases should seek clarification/s in writing through email to ciso@apcob.org, iscell@apcob.org on or before 04:00 p.m of 15.11.2024

9.2. No oral or individual consultation will be entertained.

9.3. **Respondents shall provide the details of their contact person(SPOC), telephone, email and full address so as to ensure that replies to RFP could be conveyed in a timely manner.**

9.4. The Bank will consolidate all the written queries raised by the bidders and the replies for the queries shall be made available to the bidders through email only. No individual/ oral correspondence shall be entertained. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

9.5. Queries / clarifications if any in respect of Bid, may be taken up with the contact Officials mentioned above before the timelines mentioned.

- 9.6. Physical submission of bids along with specified documents mentioned in the RFP shall be submitted between working hours of the bank i.e., between 10:00 AM to 5:00 p.m. only, to the contact Officials mentioned therein on Bank working days as per N I Act, Andhra Pradesh State.

10. **Bid System Offer:**

- 10.1. The bids shall be submitted with the following documents in the same sequence without which the tender will be summarily rejected without any further correspondence / communication. All the pages in the respective bids should be serially numbered and signed by the authorized person with required seal.
- 10.2. Both the eligibility & technical bids should be submitted in "Hard copy" physically and "Soft Copy" in pen drive duly protected with password. Commercial Bids should be submitted in Hard Copy (sealed cover) only.
- 10.3. **Conformity to Eligibility Criteria:** Indicating their compliance to eligibility criteria.
- 10.4. **Technical Proposal:** Indicating the response to the technical compliance of the proposed solution.
- 10.5. **Commercial Bid:** Commercial bid as per Annexure-3.
- 10.6. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Selection of Vendor for Conducting Information System Audit & Cyber Security Audit for The A.P. State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre & Data Recovery Centres, for the F Y 2024-25.

11. **Bid Submission & Opening:**

- 11.1. Address for communications:
Primary:
The Chief General Manager & Chief Information Security Officer (CISO),
The AP State Coop Bank Ltd.,
Door No: #27-29-28,
Governorpet,
Head Office, Vijayawada-520 002,
Andhra Pradesh
0866 2429009
- 11.2. The Name and address of the Bidder, RFP No. and due date of the RFP are to be specifically mentioned on the top of each of the envelope containing bid.
- 11.3. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned "Bid Details in brief" table.
- 11.4. If the last day of submission of bids is declared as a holiday under NI Act by the Government after issuance of RFP, the next working day will be deemed to be the last day for submission of the bids. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 11.5. If the envelopes, including the outer envelope is not sealed and not marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

- 11.6. Sealed covers containing the bid documents (All Annexures & Appendices) duly signed by the authorized representative should be submitted within the timelines stipulated as above.
- 11.7. Eligibility Criteria Bid submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. Technical Proposal of only those bidders who qualified in Eligibility Criteria will be opened with due communication by the Bank.
- 11.8. The Commercial Bid of only those bidders who are qualified in Technical Proposal will be opened.
- 11.9. Post the technical evaluation, the shortlisted bidders would be intimated of the date on which Bank would conduct commercial bid opening.
- 11.10. Under no circumstances the commercial bid documents should be kept in eligibility/ technical bid covers. The placement of commercial bid in eligibility bid or technical bid covers will make the bid liable for rejection.
- 11.11. Language of the Bid: The Bid prepared by the Bidders, as well as correspondences if any and documents relating to the Bid exchanged by the Bidder and the Bank, supporting documents and printed literature if any shall be written English language.
- 11.12. Bidding Cost: The Bidder shall bear the costs associated with the preparation and submission of bid and Bank in any way will not be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
- 11.13. Bidding Document: It is the ultimate responsibility of the Bidder to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every aspect will be at the bidder's risk and may result in the mere rejection of the bid without any further reference to the Bidder.
- 11.14. Bid Currency: The Bid currency Prices shall be expressed in Indian Rupees only.
- 11.15. Late Bids: In case of any bid received by the bank's official after the last date and time mentioned above for submission of bids shall be rejected and / or returned unopened to the Bidder, if so, required by him/her/firm.
- 11.16. Modifications and / or withdrawal of Bids: Bids once submitted by the Bidder will be considered as final, and no further correspondence will be entertained in this regard. No bid will be allowed to modify after the deadline specified for submission of Bids.
- 11.17. No bidder shall be allowed to withdraw the bid, if the bidder happens to be the successful bidder as per the Bidding process.

12. Micro & Small Enterprises (MSE's)

- 12.1. MSEs are exempted from paying Earnest Money Deposit (EMD).
- 12.2. MSEs should submit the relevant documentary proof along with valid MSME certification for claiming the exemptions.
- 12.3. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the MSE Policy will be applicable to those qualifying Bidders only.
- 12.4. The Bidders, who seek exemption from submission of EMD under MSE category, necessarily have to submit Bid Security Declaration as per Appendix-C.

13. Security Deposit / Performance Bank Guarantee

- 13.1. The successful bidder should deposit/ submit a Security Deposit / Performance Guarantee for 10% on total value of the order Exclusive of Taxes or Rupees. 20,000/- (twenty thousand rupees only) whichever is higher within 10 working days from the date of acceptance of the Order.
- 13.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% plus applicable GST, if any, for each completed calendar week of delay or part thereof on the total cost of the order will be deducted for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.
- 13.3. Security Deposit should be submitted by way of DD drawn on APCOB VIJAYAWADA/ Bank Guarantee may be obtained from any of the Scheduled Banks. However, it should be as per the Appendix-B.
- 13.4. Security Deposit/Performance Bank Guarantee should be valid for Six (6) Months from the date of acceptance of the purchase order. The guarantee should also contain a claim period of three (3) months from the last date of validity.
- 13.5. The selected bidder shall be sole responsible for extending the validity date and claim period of the Bank Guarantees as and when it is due, on account of incompleteness of the subject Audit as mentioned in the RFP.
- 13.6. The security deposit/ bank guarantee will be returned to the selected bidder on completion of claim period after receipt of request in writing of the qualified and PO order issued bidder.
- 13.7. The Bank shall invoke the Bank Guarantee before the expiry of validity, if scope of work is not completed within the timelines specified timelines mentioned in the RFP and the guarantee is not extended, or if the selected bidder fails to complete his/her obligations under the contract or any data breaches/ harm/ data loss/ damages happened in our system. The Bank shall notify the selected bidder in writing before invoking the Bank Guarantee.

14. **Award of Contract:**

- 14.1. Bidders to submit the quote for "Information Security Audit and Cyber Security Audit for the AP State Cooperative Bank & 13 District Cooperative Central Banks and its Data Centre & Data Recovery Centres" based on the Broad Scope of Work / Specifications detailed under Annexure - 1.
- 14.2. The lowest quote as per the offer letter will be selected as L1 bidder and the Bank will notify the name of the selected bidder through Email/Letter/Purchase Order.
- 14.3. The contract shall be awarded and order shall be issued to the selected successful bidder.
- 14.4. The selected bidder shall submit the acceptance of the order and a workplan for the conducting the audit including the schedule of visits to the DCCBs, Branches, DC & DR (enables us for taking necessary permissions for the visits) within **ten working days** from the date of receipt of order.
- 14.5. No conditional or qualified acceptance shall be permitted.

15. **Payment Terms:**

- 15.1. Bank will issue Purchase Order and the selected bidder shall raise invoices on APCOB Coordinating bank at the time of issuing purchase order or at the time of raising the invoices., GST number and address to which invoice has to be raised will be informed to the selected bidder.

- 15.2. The selected bidder shall submit invoices and other documents like qualified test reports with appropriate industry recommendations, if any as per the terms duly authenticating on each document along with the request letter for payment including Bank Signoff with Bank's designated official's signature.
- 15.3. 25% of the payment will be released after commencement of Audit, 25% of the payment will be released after completion of IS Audit within the timelines specified and remaining 50% will be released after submitting of final reports as per the scope mentioned in the RFP.
- 15.4. Payment will be released after deducting applicable TDS.
- 15.5. The Payments will be released through NEFT /RTGS and the selected Bidder has to provide Bank details like Account No., Bank Name, Branch and IFS Code etc. after submission of the qualified and accepted mutual final reports.

16. General Terms & Conditions:

- 16.1. The offer submitted and prices quoted therein shall be valid for a period of at least 60 days from the date of submitting the Bid. Bid valid for any shorter period shall be rejected by the Bank.
- 16.2. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work or service or other performance required of the vendor under the contract without prior written consent from the Bank. In case of any sub-contract assigned after approval from the Bank, the qualified successful bidder has to ensure the qualifications and expertise of subject audit as mentioned in RFP. In case of any eventualities of sub-contract the liability of the bank is vested with Selected and PO issued Bidder only and is liable for every activity and obtaining proper NDA from the sub-contractor is also the responsibility of the main Qualified Bidder.
- 16.3. The selected bidder shall manage the activities of its personnel or others engaged in the project and shall be accountable for all the personnel deployed / engaged in the project.
- 16.4. The selected bidder shall Conduct Information System Audit & Cyber Security Audit of the Andhra Pradesh State Cooperative Bank, 13 DCCBs in Andhra Pradesh. The selected bidder has to complete the Performance Testing process and submit the report/ and recommendations to Bank within **Six (6) Weeks from the date of acceptance of Purchase Order.**
- 16.5. Non completion of Information System Audit as well as Cyber Security Audit for the APCOB & 13 DCCBs and submission of reports /and recommendations within **Six (6) Weeks** from the date of acceptance of Purchase Order will attract Penalty at 0.50% of the total order value per week or part thereof subject to a maximum of 5% of the total order value.
- 16.6. The Bank reserves the right to cancel the Purchase Order either fully or partly if there is inordinate delay in execution of any of the part of the Assignment.
- 16.7. All incidental expenses like TA, DA, HA and Transportation etc., should be borne by the Bidder. Local conveyance will be provided by respective DCCB Banks while visiting HO/Branches and transportation while moving from one DCCB to other DCCB.
- 16.8. No additional costs will be paid other than ones mentioned in this document.
- 16.9. Please note that mere submission of bid does not automatically entitle for the contract work. Bank reserves the right to reject any or all offers without assigning any reason whatsoever. Decision of the Bank is final and binding.
- 16.10. (Hardware,) Systems if any, required for deploying the solution required for conducting Information System Audit will be provided by the Bank.

16.11. All the required approved, authenticated Software and Tools if any for conducting the performance testing during the Audit to be provided by the selected bidder without any additional cost to the Bank.

16.12. All the pre requisites covering the entire Scope of Work to be submitted along with technical bid. If not submitted, it is the responsibility of the bidder to provide the same without any additional cost to the Bank.

16.13. Earnest Money Deposit:

- i) EMD is required to protect the Bank against the risk of Bidder's conduct.
- ii) No interest is payable on EMD. EMD should be submitted by way of DD drawn on APCOB VIJAYAWADA/ Bank Guarantee may be obtained from any of the Scheduled Banks. However, it should be as per the Appendix-A.
- iii) Forfeiting of EMD: a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.
- iv) If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

16.14. Bidding Process/Opening of Technical Bids:

- i) All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii) In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi) If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.15 The bidder shall extend need-based support to the bank in closure of the observations made in the report.

17. Erasure or Alterations:

The Offers containing erasures or alterations, or overwriting may not be considered. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "Ok", "Accepted", "Noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

18. Acceptance of Offer:

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

- 18.1. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 18.2. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to retender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 18.3. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him/her through or in connection with his/her submission of tenders, even though the Bank may elect to modify /withdraw the tender.

19. Intellectual Property Rights:

- 19.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- 19.2. The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

20. Indemnity:

- 20.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- a) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder.
 - b) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.
- 20.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of solution supplied by them.
- a) All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - b) The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - c) All employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for payment or claim or compensation (including but not limited to compensation on account of injury/ death / termination) of any nature to the employees and personnel of the bidder.
- 20.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

21. Confidentiality and Non- Disclosure:

- 21.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Appendix D.
- 21.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

22. Force Majeure:

- 22.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the selected bidder, i.e., Force Majeure.
- 22.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.

- 22.3. In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 22.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of 7 (Seven) Bank/NI Act working days, the Banks and the selected bidder shall hold consultations with each other in an endeavour to find a solution to the Audit Observations. Notwithstanding above, the decision of the Bank shall be final and binding on the selected bidder.

23. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Vijayawada, India.

The auditor/s fulfilling above criteria are requested to submit quotation and send the soft copy (signed & Scanned) with password protection to ciso@apcob.org & iscell@apcob.org along with copies of relevant valid certificates in force/ documents to The Chief General Manager & Chief Information Security officer (CISO), latest by 25-11-2024 before 5:00 p.m.

Note: The applicant can find the quotation form as Annexure-3 to this notification and can be downloaded from website under 'Notifications' tab.

Annexure -1 : Application/Firm Details

Annexure -2 : Scope

Annexure -3 : Quotation Format

Appendix-A Proforma of Bank Guarantee in lieu of EMD

Appendix-B Proforma of Performance Bank Guarantee

Appendix-C Bid Security Declaration

Appendix- D Non-Disclosure Agreement

Annexure -1

Applicant/Firm Details

Sl. No	Particulars	
1	Name of the firm & Date of the Incorporation	
2	Name of the coordinating person (SPOC) from Bidding firm & Designation with telephone/ Official Mobile number and email details etc.,	
3	Company Head Office / Registered Office with Address :	
4	Contact Nos. and e-mail address	Mobile No. _____ E-mail id: _____
5	Total amount quoted to conduct IS Audit & CS Audit of The Andhra Pradesh State Cooperative Bank, 13 DCCBS in Andhra Pradesh and it's Data Centre (DC) at Ctrlis, Madapur, Hyderabad & Data Recovery (DR) at Pi data centre Mangalagiri, and ASP Data centre at at NTT, Mhape, Navi Mumbai & DR Netmagic Bangalore	
	Any pending or past litigation (within three years)? If so, please provide details like claims and complaints received (About the Company or services provided by the case as the case may be)	Yes/No/ Comments if the reply is "Yes".

I/We hereby declare that all the information submitted by me/us is true and the certificates/documents attached are genuine. In case any information/documents is found as untrue/misleading, the Bank may take necessary action, including Blacklisting of the firms/members, as it may deem fit.

Signature & Stamp Date:

Place:

NOTE: Bank reserves the right to ask for original copy of enclosed certificates for verification.



The Andhra Pradesh State Cooperative Bank Ltd.

(A State Partnered Scheduled Bank)



Information System Audit Scope

Information Systems Audit and Cyber Security Audit should cover entire Information Systems Infrastructure which Includes Servers & other hardware items, Operating Systems, Databases, Application Systems, Technologies, Networks, Facilities, and Process & People of the undernoted locations:

- 1) Data Center at CtrlS Hyd and ASP Data Center at NTT, Mhape, Navi Mumbai
- 2) Data Recovery Center at Pi data center Mangalagiri, Guntur District, Andhra Pradesh and Netmagic Bangalore, Karnataka
- 3) CBS endpoint applications, Servers, Interfaces, Network & Other Devices, Active Directory, Mail exchange Server, ATMs' etc.,
- 4) Mobile Banking Application for APCOB and Seven (7) DCCBs (Chittoor, Eluru, Guntur, Krishna, Nellore, Vizag & Srikakulam respectively, Internet Banking for APCOB & DCCBs.
- 5) 3rd party products & Interfaces.
- 6) Other critical applications, systems, servers, modules.
- 7) Review of Service level Agreements (SLA)/ MSA (Master Service Agreements) of ASP (Application Service Providers), Third Party vendor Service Providers etc., with KRI (Key Risk Indicators) & KPI (Key Performance Indicators).

DETAILED SCOPE OF AUDIT

IS Audit & Cyber Security Audit should cover entire extent of computerized functioning as listed above including Internet Banking & functional areas in adherence to RBI, NABARD, NPCI and any other relevant cybersecurity regulations with special reference of the following:

A. Policy, Procedures, Standard Practices & other regulatory requirements:

1. Bank's IT and IS Policy, Cyber Security Policy, BCP & DRP Policy/Plan, IT Assets Management Policy, Internet Banking Policy, E-waste Policy, Password Management Policy, Cyber Crisis Management Plan, Change Management Policy, Clean desk & Clear Screen policy and relevant Standard Operating Procedures.
2. RBI/NABARD guidelines/Advisories as the case may be on Information Security & other legal requirements.
3. Best practices of the industry including ISACA's Guidelines/ISO 27001-2022/ CSA (Cloud Security Alliance)/PCIDSS standard.

B. Physical and Environmental Security:

1. Physical and Logical Access control systems
2. Fire / flooding / water leakage / gas leakage etc.
3. Assets safeguarding, Handling of movement of Man/Material/ Media/ Backup / Software/ Hardware /Information etc.
4. Electrical supply, Redundancy of power level, Generator, UPS capacity, CCTV backup etc.,
5. Surveillance systems of DC/DRC
6. Physical & environmental controls.

C. Operating Systems Audit of Servers, Systems and Networking Equipment:

1. Setup & maintenance of Operating Systems Parameters in CBS environment.
2. Updating of OS Patches at ASPs' level and Bank Level
3. OS upgradation/ Change Management Procedures
4. Use of root and other sensitive Passwords in ATM environment and other Access Control environment like Network Devices, CBS Application, CTS Application, Firewall/IDS/IPS etc.,
5. Vulnerability assessment & hardening of Operating systems (Baseline controls).
6. Users and Groups created, including all type of user's management ensuring password complexity, periodic changes etc.
7. File systems security of the OS
8. Review of Access rights and privileges particularly around multi-factor authentication and privileged access management.
9. Review of Log Monitoring, its sufficiency, security, maintenance and backup.

D. Application-level Security Audit

1. Only authorized users should be able to edit, input or update data in the applications or carry out activities as per their role and/or functional requirements (Role Based access Control or Least Privilege)
2. User maintenance, password policies are being followed are as per bank's IT security policy at bank level as well as ASP level.
3. Segregation of duties and accesses of production staff and development staff with access control over development, test and production regions.
4. Review of all types of Parameter maintenance and controls implemented.
5. Authorization controls such as Maker Checker, Exceptions, Overriding exception & Error condition.
6. Change management procedures including testing & documentation of change.
7. Application interfaces with other applications and security in their data communication.
8. Search for back door trap in the program.

9. Check for commonly known holes in the software.
10. Identify gaps in the application security parameter setup in line with the banks security policies and leading best practices
11. Audit of management controls including systems configuration/parameterization & systems development.
12. Audit of controls over operations including communication network, data preparation and entry, production, file library, documentation and program library, Help Desk and technical support, capacity planning and performance, Monitoring of outsourced operations.
13. To review all types of Application Level Access Controls including proper controls for access logs and audit trails for ensuring Sufficiency & Security of Creation, Maintenance and Backup of the same

E. Audit of DBMS and Data Security

1. Authorization, authentication and access control are in place.
2. Audit of data integrity controls including master table updates.
3. Confidentiality requirements are met.
4. Logical access controls which ensure the access to data is restricted to authorized users.
5. Database integrity is ensured to avoid concurrency problems.
6. Separation of duties
7. Database Backup Management like testing readability/retrievability/redundancy
8. Security of oracle systems files viz. control files, redo log files, archive log files, initialization file, configuration file, Table space security etc.
9. Password checkup of Systems and System Users (default password should not be there)
10. Checking of database privileges assigned to DBAs

F. Network Security architecture of the entire network including:

1. Understanding the traffic flow in the network at LAN & WAN level.
2. Audit of Redundancy for Links and Devices in CBS Setup.
3. Analyze the Network Security controls, which include study of logical locations of security components like firewall, IDS/IPS, proxy server, antivirus server, email systems, etc.
4. Study of incoming and outgoing traffic flow among web servers, application servers and database servers, from security point of view.
5. Routing protocols and security controls therein.
6. Study and audit of network architecture from disaster recovery point of view.
7. Privileges available to Systems Integrator and outsourced vendors.
8. Review of all types of network level access controls, logs, for ensuring sufficiency & security of creation, maintenance and backup of the same.
9. Secure Network Connections for CBS, ATM and Internet Banking including client/ browser-based security
10. Evaluate centralized controls over Routers installed in Branches & their Password Management.

11. Checking of VLAN Architecture
12. TCP ports
13. Checking of Firewall Access control List
14. Routers and Switches are using AAA model for all User authentication
15. Enable passwords on the Routers are encrypted form and password comply with minimum characters in length.
16. Local and remote access to network devices is limited and restricted.

G. Audit of ATM Switch, ATM Card Management, ATM and Internet Banking (View) PIN management

1. Audit of ATM Switch covering Application, Network Security, Switch Functionality, Interface, Audit trails, transmission security, authorization, Fallback / fail over procedures, Status Update, compliance to VISA & other standards.
2. PIN Management (Generation & Re-generation etc.) of ATMs and Internet Banking.
3. Adequacy of security defences.
4. Scalability for expanding network in future & sharing arrangements.
5. Connectivity to other networks
6. Card management (Delivery of cards / PIN, hot listing of cards and reconciliation with settlement agency.)
7. ATM Switch operational controls, & Reconciliation/Backup & Recovery

H. Testing

1. Audit of Backup & recovery testing procedures.
2. Sufficiency checks of backup process.
3. Audit of access controls, movement and storage of backup media
4. Audit of media maintenance procedures.
5. Security of removable media
6. Controls for Prevention of Data Leakage through removable media or other means.
7. Media disposal mechanisms and Database archival & purging procedures.
8. Synchronization between DC & DRC databases
9. DR Services to be up for Branches, as per RTO & RPO of BCP.

I. VAPT:

The Scope of the Vulnerability Assessment & Penetration Testing should cover all the bank's critical systems and public facing applications like official website, mobile application, internet banking (with view facility), Email Exchange Server, Critical Applications etc., that are implemented in the bank.

The vulnerability assessment should include the following general controls of the system:

- i. Access Control and Authentication
- ii. Password and Account policies

- iii. Patches and periodical updates

Configuration Audit for Network & Critical Security Devices:

- i. Access control; System authentication process and procedures
- ii. Auditing and logging
- iii. System insecurities; Unnecessary services
- iv. Remote login settings; Latest Software version and patches if any

Penetration Testing – Scope:

1. Checking for strong authentication mechanism
2. Testing of SQL, XSS and other web application related vulnerabilities
3. Testing of information disclosure such as IP disclosure
4. Identifying potential backdoors if any, checking of older vulnerable version
5. Missing patches and versions
6. Checking of vulnerabilities based on version of devices/servers
7. Testing of default passwords, DOS and DDOS vulnerabilities
8. Testing should cover OWASP TOP 10 attacks but shall not be restricted to. Best industry assessment standard PT to be ensured.

Others:

Vendor Risk Assessment covering the aspects Like:

- i. Assets information Security Risk in outsourced vendor operations
- ii. Conducting risk assessment for the outsourced vendor services for carrying out key operational process of the bank.
- iii. To assess whether the outsourced vendor/s comply with IT/IS policy of the bank wherever applicable in comparing with SLA/MSA, ISO 27001:2013 Standard, SOC2 report as the case may be.
- iv. To assess whether the outsourced vendor/s of the bank meet/incorporate adequate level of security controls commensurate with the business information they receive/store/process from or on behalf of the bank.

J. As a part of the IS Audit, Risk Assessment is to be conducted for the ICT (Information and Communication Technology)

- i. Evaluating the security needs of the current state IT Infrastructure of the Bank
- ii. Database, systems, setup, configuration etc.
- iii. OS setup, configurations, tuning, baseline controls etc.,
- iv. Evaluation of the existing design of Bank's Security Architecture etc.,
- v. Review of Risk Assessment and suggesting mitigation measures for the identified services during the Risk assessment Processes.
- vi. Different types of activities Broadly to be covered under Technology Risks are: a) Servers b) Network Devices c) database d) Reviewing the existing network architecture of the processes, identity design and implementation risks. e) Network monitoring through Firewalls/IDS/IPS f) Application Security f) VAPT of the applications used for the Services

K. Others

1. Inventory movement controls & maintenance, equipment maintenance and disposal measures, change & configuration management processes.
2. Audit of Logging and monitoring processes
3. Audit of Delivery channels, 3rd Party Products and various other interfaces NGRTGS, NEFT, NACH, CTS and E-mail Systems which are integrated with the Core Systems.
4. VAPT of entire Network, Firewalls, Mobile Banking, Internet Banking, websites

L. Cyber Security Audit:

- i. Gap Assessment/Analysis of Cyber Security controls vis-à-vis controls applicable under NABARD circular EC o.32/33 o Cyber Security Framework dated:06 February 2020 and other communications/guidelines being issued from time to time and other relevant circulars or guidelines from NABARD, RBI and applicable government agencies.
- ii. Overall cyber risk assessment of the Banks as per the industry standards and best practices, in addition to the gap assessment indicated in the above point. Providing necessary detailed recommendations or action/control to remediate the identified gaps during the audit.
- iii. Core IT Operations -Application security controls, Change Management, IT Operation Management, Incident /Problem management, Internal & External interfaces, Bulk Transaction Posting, System Generated Transactions, Reports generation, Access Controls, Assets and Infrastructure Security.
- iv. IT/Cyber Security Governance – Policies, Procedures, Business Continuity Plan, Disaster Recovery Plan.
- v. Cyber Security Controls Review – Architecture Network, server and End Point Security, Cyber Security Incident and Fraud Management, Overall Risk Management, VAPT review, Patching, Hardening, Encryption, Training & Awareness etc.
- vi. Regulatory Compliances, Data Protection.
- vii. IS Audit - Audit Policy and Processes, Independent Assurances of IS Audit Function, Scoping, Assessment of Effectiveness of IS Audit etc.
- viii. IT Outsourcing /Third Party / Vendor Management Service Level Agreements (SLA), Non-Disclosure Agreements, Risk Management, Business Continuity, Audit, Compliance Monitoring etc. (Audit of Vendor Infrastructure may be excluded).

//On the letter head of the Agency/Firm//

Annexure-3

Quotation

To
The Chief General Manager & Chief Information Security Officer(CISO),
The AP State Coop Bank Ltd.,
Head Office, Vijayawada.

Sir,

We herewith submit the Quotation to conduct Information System (IS) Audit & Cyber Security Audit for The A.P. State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre & Data Recovery.

Quotation for AP State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre & Data Recovery	
(In. Rupees)	
Particulars of area to be Audited	Quoted Amount
IS audit and Cyber Security Audit for APCOB, Srikakulam, Vizianagaram, Visakhapatnam, Eluru, Prakasam, Kurnool, Kakinada, Krishna, Guntur, Nellore, Kadapa, Anantapur, Chittoor DCCBs, Data Centre at NTT, Mhape, Navi Mumbai and DR Netmagic Bangalore & DC at CtrIS Madhapur Hyd and DR Pi Data Centre Mangalagiri as per the Scope.	
APCOB HO & 2 Branches	
Srikakulam DCCB HO & 2 Branches with ATM attached.	
Vizianagaram DCCB HO & 2 Branches with ATM attached.	
Visakhapatnam DCCB HO & 3 Branches with ATM attached.	
Kakinada DCCB HO & 5 Branches with ATM attached.	
Eluru DCCB HO & 3 Branches with ATM attached.	
Krishna DCCB HO & 6 Branches with ATM attached.	
Guntur DCCB HO & 4 Branches with ATM attached.	
Prakasam DCCB HO & 3 Branches with ATM attached.	
Nellore DCCB HO & 2 Branches with with ATM attached.	
Kadapa DCCB HO & 2 Branches with with ATM attached.	
Kurnool DCCB HO & 2 Branches with with ATM attached.	
Anantapur DCCB HO & 3 Branches with ATM attached.	
Chittoor DCCB HO & 4 Branches with ATM attached.	
Total Amount	

I/We hereby declare that the quoted amount submitted by me/us is the final amount (inclusive of all taxes). In case any deviation is found, the Bank may take necessary action, including Blacklisting of the firms/members, as it may deem fit.

Signature & Stamp

Place & Date:

Appendix - A
Proforma of Bank Guarantee in lieu of EMD

DD/MM/YYYY

To,

The Chief General Manager & Chief Information Security Officer (CISO),
The AP State Coop Bank Ltd.,
Head Office, Vijayawada Andhra Pradesh

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 amended 2013 and having its Registered Office at India (hereinafter referred to as "the VENDOR") proposes to tender and offer in response to tender Ref. No. XXXX dated XXXXXXXX. (hereinafter called the "TENDER")

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE,.....havingOffice at.....,India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against

any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the RFP of any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under

law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncanceled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

14. Notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed

Rs.....(
Rupees.....only) ;

ii) this Bank Guarantee shall be valid upto and including the date
..... ;

and iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

b

Appendix - B

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value
Purchased in the name of the issuing Bank)

To,

The Chief General Manager & Chief Information Security Officer (CISO),
The AP State Coop Bank Ltd.,
Head Office, Vijayawada Andhra Pradesh

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to conduct Information System Audit & Cyber Security Audit of the Andhra Pradesh State Cooperative Bank, 13 DCCBs in Andhra Pradesh as per their purchase order/contract dated _____ with you (hereinafter referred to as "the Contract")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE").

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, .and local office at ,India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs (Rupees) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in

accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs (Rupees) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs (Rupees) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

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

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un- cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs.

(Rupees_____only)

ii. This guarantee shall be valid up to_and.

iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before_(mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of_____2024.

For and on behalf of

_____ BRANCH

MANAGER

SEAL

ADDRESS

PLACE

Appendix - C
Bid Security Declaration

To,

The Chief General Manager & Chief Information Security(CISO),
The AP State Coop Bank Ltd.,
Head Office, Vijayawada

Dear Sir,

SUB: Conducting of Information System (IS) Audit and Cyber Security Audit for The A.P. State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre & Data Recovery Center.

Ref: Your RFP.

DECLARATION

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance bank guarantee before the deadline defined in the RFP, we note that we will be suspended for the period of 3 years from being eligible to submit Bids for contracts with Bank/s.

Signature of the Authorized Signatory with company seal:

Name of the Authorized Signatory:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Place:

Date:

Appendix - 4
Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS,

we, _____, having Registered Office at _____, herein after referred to as the Bidder, agreeable to Conduct of Information System (IS) Audit and Cyber Security Audit for The A.P. State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre & Data Recovery hereinafter referred to as the BANKS and,

WHEREAS to Information System (IS) Audit & Cyber Security Audit for The A.P. State Cooperative Bank, 13 District Cooperative Central Banks and its Data Centre & Data Recovery and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANKS; NOW THEREFORE, inconsideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANKS to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANKS, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memorandum and other data shared by the BANKS or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANKS for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANKS, to anyone outside the BANKS. The Bidder shall not, without the Bank's written consent, disclose the contents of this Request For Quotation (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANKS in connection there with, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANKS and/ or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature:
Name:

Designation:

