सिंधुदुर्ग बँक
SINDHUDURG BANK
सिंधुदुर्ग जिल्हा मध्य. सह. बँक लि.

Request for Proposal (RFP) for Risk Base Audit Management Software

RFP Schedule:

Document Name	Request for Proposal - Perpetual License of Risk Base Audit Management Software
Document Version	**V1.0**
RFP No	
Date of Issue/Release of RFP	**12/02/2025**
Last Date of Submission of Pre Bid Queries to Bank	**20/02/2025**
Last Date of Submission of Bid	**28/02/2025**
Cost of Tender(Non Refundable)	**Rs.1000/-(Including GST)**

Confidentiality: All information contained in the Request for Proposal is Confidential. Likewise, all information given by Vendors, will be treated as confidential.

The Sindhudurg District Central Co-op. Bank
RFP for Audit Management Software

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Part-I

1) About The Sindhudurg District Central Co-Op. Bank Limited

Sindhudurg District Central Co-operative Bank Limited is one of the leading DCCB in Sindhudurg District having 98 Branches spread across Sindhudurg District. Head Office of the bank is at Oros Sindhudurg, Maharashtra. The area of operation of the bank is Sindhudurg District.

The bank is committed to maintain highest level of ethical standards, professional integrity, corporate governance and regulatory compliance.

Bank invites sealed Tenders from Original Software Developers for providing and implementation of Risk base Audit Management Software in the Bank for its Head Office and Branches at Data Center and DR Site as per scope of the RFP and terms & conditions given in enclosed forms

The bank is committed to maintain highest level of ethical standards, professional integrity, corporate governance and regulatory compliance.

Bank invites Quotation for **Providing Perpetual License of** Risk base Audit Management Software as per details given in Annexure VI hereto for its Head office and Branches.

2) Details of Data Center and Disaster Recovery Site

Details for the Data Center and DR Site are given in Annexure – VI hereto

3) Project Details

Bank has Core Banking Solution of Infrasoft Technologies Limited. The Bank has decided to implement Risk Based Internal Audit Software (RBIAS) to carry out various risk based internal audit & off site monitoring related activities efficiently & in a seamlessly integrated fashion with integration to CBS System for retrieval of data points where required.

Proposed Risk Base Audit Management System should be capable of providing an end-to-end solution from audit planning to final closure of the report. It envisages a centralized web-based Application which is browser independent (preferably), which would be hosted at Data Centre and seamlessly connect all branches and Users for its usage. The proposed solution will be useful for inspection resource planning, recording audit observations, generating audit reports, preparation of risk template, analysis of data, preparation of MIS reports such as Incident Reporting, Heat Maps, Risk Scores etc., for effective compliance processing and monitoring of risk-based audit functions.

Risk Base Audit Management System would require preparation of detailed and logically sequenced checklist for various processes

undertaken by the bank. The scalability that would be provided by Risk Base Audit Management System would enhance the ability of the Internal Audit Department to assess risk and controls and provide risk assurance by evaluating the incident report and checklist/ Risk Grading, etc. Users from Internal Audit Department and auditee departments/ unit can be differentiated in terms of user rights. Proposed software shall be provisioned with Machine Learning & Artificial Intelligence and Data Analytical tools/ applications for off-site monitoring.

4) **Software detail requirement and Scope of Work for Implementation of Risk Base Audit Management Software are detailed in Part 3 technical Bid.**

5) **Terms and Conditions**

   General

   a) These terms and conditions are applicable to the whole RFP document and are required to be complied by all prospective vendors. The non-compliance of any of the RFP terms should be highlighted clearly while responding to this RFP with proper justification.

   b) The Vendor will be the single point of contact for the Bank with regards to this RFP and the Vendor will be responsible for End to End implementation and support.

   c) If there are any changes to this RFP document the Bank will communicate in writing with the shortlisted vendors, without which the Vendor responses should not incorporate any changes based on any assumptions.

   d) The RFP will be the governing document for arrangement between the Bank and the Vendors till any other specific agreement is signed between the bank and the Vendor.

   e) All responses (commercial and technical) would be deemed to be irrevocable offers/proposals from the vendors and may if accepted by the Bank form part of the final contract between the Bank and the selected Vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

   f) Any technical or commercial offer submitted cannot be withdrawn / modified after the last date for submission of the response unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank do not award the contract within 180 days from the last date of the submission of the response, and there is a

possibility to award the same within a short duration, the Vendor would have the choice to maintain the Bank Guarantee / security with the Bank or to withdraw the offer and obtain the Bank Guarantee / security provided.

g) The Vendor may modify or withdraw its offer after submission, provided that, the Bank, and prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Vendor subsequent to the closing date and time for submission of the offers.

h) The Vendors are required to quote for all the components (mandatory/optional) mentioned in the Annexures & Technical Bid of this document. In case any Vendor does not quote for any of the components, the response would be deemed to include the quote for such unquoted components/ requirements.

i) It is mandatory to submit all the information in the formats given in Annexure /Appendices, given along with this document duly filled in, along with the offer. The Bank reserve the right not to allow / permit changes in the specifications and not to evaluate the offer in case of non- submission of any information in the required format or partial submission of information.

j) The Bank is not responsible for any assumptions or judgments made by the vendors for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Vendor to the RFP documents circulated to the vendors and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Vendor must make good the same at no extra costs to the Bank in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Vendor. The Bank's interpretation will be final.

k) The vendor should include All out of pocket expenses, travelling, boarding and lodging expenses for the entire life of the contract should be a part of the financial quote submitted by the Vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor will not take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

l) The Vendor at no point of time can excuse themselves from any claims made by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.

m) The Bank reserves the right to audit application provided by the Vendor via external agencies and observations made in VAPT Audit shall be resolved by the Vendor within 72 Hours from the intimation thereof by the Bank which shall be rectified by the Vendor within 7 days from the intimation by the Bank

n) Any Statutory requirements or amendments directed by the Government, RBI, NPCI and any other regulatory body must be incorporated in all the software provided by the Vendor during warranty and annual maintenance contract period at no extra cost.

o) During the total period of warranty of 1 Year Bidder shall provide all the upgrades regarding changes in the software without any additional cost to the Bank, which is within the scope of the current RFP.

p) **AMC** - The **Comprehensive Annual Maintenance Contract** (AMC) charges post One year project period shall start after Project Sign Off. During the AMC period Bidder shall provide all the changes and remote support.

q) It is mandatory to submit all the information in the formats given in Annexure /Appendices, given along with this document duly filled in, along with the offer. The Bank reserve the right not to allow / permit changes in the specifications and not to evaluate the offer in case of non- submission of any information in the required format or partial submission of information.

r) Vendor should provide software with warranty and support period of one, from post completion of roll out and project sign off.

s) The Vendor shall procure and provide an exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this RFP.

6) Responsibilities of Vendor.

   a) Prepare work out a project plan -Undergo study of Banks requirement and audit process and give Customized Risk Base Audit Software as per the scope and requirement defined by the Bank. Suggest for infrastructure, hardware, software required for smooth and better performance of the proposed Risk base Audit Management Software Application and related modules as per RFP. Propose hardware and software should suggest as per Annexure – XI

   b) Undertake requirement study as per scope mention, document the findings.

   c) Implementation support at Data Center at Sindhudurg

d) Training of the core team/Trainers, Management and end user of the Bank.

7) Warranty & Comprehensive Annual Maintenance Contract (AMC)

a) Software Warranty, update and Product support is for 12 months from the effective Go-live date.

b) Bank expects all support during the warranty and support period to be available on a 24-hour basis on all days of the year for maintaining the accepted performance level.

c) The Vendor shall submit the call log-in procedures and escalation procedures for maintenance during warranty and support periods.

d) During the Warranty & AMC period vendor shall provide telephonic /remote and onsite support to the Bank

8) Implementation Period
Risk Base Audit Management Software shall be installed made operational and Go-Live within 90 days from the date of Purchase Order or such extended time mutually agreed as per the agreeable terms and conditions mentioned in the SLA signed by the Vendor(s) and the Bank at the time of issuance of the order. The Bank reserves the right to cancel the order in case delivery is not affected within the stipulated time.

9) RFP Document Cost, EMD (Earnest Money Deposit)

a) **RFP Cost** The vendor will have to pay INR 1000/- (Rupees One Thousand Only including GST) by way of NEFT/Demand Draft in favour of **The Sindhudurg District Central Co-operative Bank Ltd, payable** at Oros, Sindhudurg, Maharashtra towards cost of the RFP Document.

b) **EMD (Earnest Money Deposit):** Vendor shall furnish, as a part of the proposal, Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty-Five Thousand only) in the form of a Demand Draft or Pay Order. The draft / pay order should be drawn in favour of "**The Sindhudurg District Central Co-operative Bank Ltd.,** payable at Oros, Sindhudurg. For Banks NEFT details refer to Annexure XII

c) The EMD draft / Pay Order /NEFT should form part of the response to the RFP submitted by the Vendor. Failure to comply with this condition shall result in rejection of the bid offer and no vendor shall be exempted from the requirement of the EMD.

d) The EMD amount of the unsuccessful vendor(s) shall be returned only after completion of the tender process and for successful

vendor it will be returned after completion of the required formalities for entering into contract.

e) The EMD amount shall be forfeited if the Vendor – Withdraws its Bid during the period of the Bid validity; or

f) Having been notified of the acceptance of bid by the Bank and the Vendor during the period of bid validity, Fails or refuses to execute the Contract formalities; or Fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract; or

g) Fails or refuses to furnish the required formalities in accordance with the terms and conditions of the RFP.

h) No interest will be paid on the EMD amount.

i) The Bank's decision in the above cases will be final.

10) Security Deposit

a) EMD amount of the successful vendor will be refunded after submission of Performance Guarantee.

b) Successful Bidder require to submit Performance Guarantee Equal to 5% of project cost value payable by Bank within 15 days from the acceptance of the purchase order.

c) If the Vendor fails to remedy the defect within reasonable period or does not provide support as per the terms of RFP, Bank may invoke the performance guarantee and/ or proceed to take reasonable remedial actions as may be necessary

11) Period of Validity - Bids shall remain valid for a period 6 months from the date of bid opening prescribed by the Bank. A bid valid for shorter period shall be rejected by the purchaser as non-responsive

12) Bid Currency: - The Prices in the bid document shall be expressed in Indian Rupees only.

13) Bidding Process (Two Stages) - The vendor has to prepare & submit the proposal(s) for Providing and Implementation of Risk Base Audit Management Software on Perpetual License basis as mentioned in the RFP.

The response to the present tender will be submitted in two parts:

   a) Technical bid (Part-III)

   b) Commercial bid

The Vendor will have to submit the Technical bid and Commercial portion of the bids separately in sealed envelopes, duly super scribing "For Core Banking Solution & Implementation" and "**TECHNICAL BID**" or "**COMMERCIAL BID**" as the case may be.

14) Technical Bid

   a) Technical Bid will contain the Vendor's information in the format given in the bid document. TECHNICAL BID will not contain any pricing or commercial information at all.

   b) The bid shall be typed and shall be signed by the Vendor or a person duly authorized to bind the Vendor to the contract. The authorization shall be indicated by a written Letter of Authorization of accompanying the Bid.

   c) All pages of the Bid except un-amended printed literature shall be initialled by the person(s) signing the Bid.

   d) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Vendor, in which case corrections shall be initialled by the person(s) signing the Bid.

   e) Soft copies of the TECHNICAL BID should be given on USB Drive in Technical Bid Envelope.

15) Commercial Bid

The Vendor should quote the price as per Part IV- **Annexure –VIII**

(It should be in Sealed Cover Only)

16) Submission Of Bids

   a) The Vendors shall duly seal each envelope with and should be addressed to the following address. Technical and Commercial Bid sent through Sealed Cover only by 2**8th February 2025, 3.00** p.m. last date of acceptance of the Bid

Address for communication:

Chief Executive Officer
Sindhudurg District Central Co-operative Bank Ltd
Sindhudurg Nagri, Plot No.32,
Navnagar, Vikas Pradhikaran,
Oros, Sindhudurg 416812

b) Vendor is required to submit soft copy of the Technical Bid along with hard copy as above.

c) The vendor response to the RFP and its subsequent evaluation is not a contract. The provisions of the contract shall become binding to both the parties when Bank enter into an exclusive contract separately with the final selected Vendor.

d) Any additional information (e.g.: brochures, client testimonials etc) should be referenced in the Request for Proposal – Response, such that they can be easily identified.

e) Responses received become the property of the Bank and cannot be returned. Information provided by each Vendor will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Vendor.

f) All vendors are requested to submit responses to RFPs based on the following guidelines:

i	Forwarding Letter as per Annexure-I
ii	Eligibility Criteria as per Annexure-II
iii	Details of The Vendor as per Annexure-III
iv	Undertaking as per Annexure-IV
v	Non-Discloser Agreement as per Annexure-V
vi	Details of DC and DR- Annexure VI
vii	Functional Requirement as per Annexure-VII
viii	Commercial Proposal as per Annexure-VIII
ix	Vendor to furnish their queries format – Annexure –IX
x	Propose hardware and software requirement – Annexure –X
xi	Background Check Format Annexure XI
xii	NEFT details of Bank– Annexure XII

17) Deadline for Submission of Bids

a) Bids must be received by the Bank at the address specified in the Bid Document not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day.

b) Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and Vendors, previously subject to the deadline, will thereafter be subject to the deadline extended.

c) Last date for submission of Both Technical and Commercial Bids: 28**th February 2025.**

18) **Late Bids -** Any bid received by the Bank after the deadline for submission of bids will be rejected and/or returned unopened to the Vendor, if so desired.

19) **Modifications and/or Withdrawal of Bids**

a) Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

b) No Vendor shall be allowed to withdraw the bid after the deadline for submission of bids.

c) In case of the successful Vendor, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such Vendor shall be deemed as foreclosed.

20) **Bid Opening and Evaluation**

a) In the first stage, only **Technical Bids** will be opened and evaluated.

b) All received RFP responses will be evaluated as per eligibility criteria. The vendors will be further evaluated on the basis of functionality features, Solution Architecture Suggested, Implementation Plan, Company Credentials & Experience, and accepting the terms and conditions of this document shall be short-listed.

c) Bank reserves the right to accept or reject any technology proposed by the Vendor without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the Vendors.

d) The Bank will ask the short-listed vendors to make a comprehensive Product walkthrough at Bank's premises and based on product Evaluation and Technical Eligibility Bank will intimate short listed vendors for final evaluation

e) In the second stage, the COMMERCIAL Bids of only those Vendors, whose technical bids are short-listed, will be opened.

f) The Bank will follow staged evaluation and selection process comprising of Functional, Technical, Support and Commercial evaluation. The Bank's Board will have the ultimate right to make the final decision. The decision of the Bank would be final and the Bank may accept or reject an offer without assigning any reason what so ever.

21) Clarifications Of Bids

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the Vendor for clarification.

22) Preliminary Examination - Bank will examine the commercial bids to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per the authorization form, shall be treated as non-responsive and will be out rightly rejected.

23) Arithmetic errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the purchaser.

24) Signing Of Contract - The successful Vendor shall be required to enter into a SLA & NDA with the Bank, at the time of issue of the Purchase Order. SLA shall read with the Tender document, the letter of acceptance and such other terms and conditions as may be determined by the Bank.

25) Order Cancellation - The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

a) Delay in delivery beyond the specified period;

b) Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that will be signed with the successful Vendor;

c) Serious discrepancy in the quality of service / software expected during the implementation, rollout and subsequent maintenance process.

d) In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other Vendor.

26) Confidentiality Agreement: - "Confidential Information" means any and all information that is or has been received by the Vendor ("Receiving Party") from the Bank ("Disclosing Party") and that:

a) Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

b) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

c) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

d) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

e) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

f)   Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank confidential information or Intellectual property.

g)   The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

h)   In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall: Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

i)   Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, subcontractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

j)   Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

k)   Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;

l)   To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

m) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

n) The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank.

o) This RFP contains information proprietary to the **The Sindhudurg District Central Co-operative Bank Ltd.** Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RFP may not be reproduced in whole or in part without the express permission of the **The Sindhudurg District Central Co-operative Bank Ltd.** Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said vendor.

27) Indemnity - Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

a) An act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,

b) Breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,

c) Use of the deliverables and or services provided by the Vendor,

d) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other

intellectual property, and third party claims on the Bank for malfunctioning of the software or deliverables at all points of time, provided however,

    i.   The Bank notify the vendor in writing immediately on becoming aware of such claim,

    ii.   The Vendor has sole control of defence and all related settlement negotiations,

    iii.   The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and

    iv.   The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

e) Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

f) Vendor should take full responsibility for its and its employee's actions.

g) The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

    i.   Non-compliance of the vendor with Laws / Governmental Requirements
    ii.   IP infringement
    iii.   Negligence and misconduct of the Vendor, its employees, and agents • Breach of any terms of RFP, Representation or Warranty
    iv.   Act or omission in performance of service.

h) Indemnity would be limited to court; tribunal or arbitrator 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.

i) Vendor warrants, represents and confirms that it has full right, to use the software for the purpose enumerated in this RFP and has accordingly granted Bank right to access and use the software and further Indemnifies Bank for any claim of infringement of intellectual property rights by third party due to use of the said software by Bank.

j) Vendor warrants to BANK that Software provided by vendor as per RFP will conform to corresponding specifications of software, If Vendor is in breach of the specifications in respect of a given Software due to reasons solely attributable to it, Vendor shall, at its own cost, makes changes in the software as required to rectify breach. Any financial penalties suffered by the Bank due to the software provided by vendor will be borne fully by Vendor. If however both parties subsequently mutually determine that such remedies are not practicable, Bank's exclusive remedy shall be to require Vendor to refund/return all payment or fees allocable to that part of the non-conforming software provided by Vendor.

28) **Publicity -** Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

29) **Solicitation of Employees-** 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 contract during the period of the 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 contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal 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.

30) **Liquidated Damages -** If the vendor fails to deliver the project within 45 days from the date of UAT sign off, Bank shall without prejudice to its other remedies, deduct as liquidated damage 1.0(one) percent of the total charges payable to vendor for every month of delay or part thereof. Liquidity damage will be recovered from charges payable to Vendor.

31) **Penalty for SLA for Risk Base Audit Management Software -** Bidder is expected to provide robust **Software** and allied modules to Banks. Bank shall levy penalty if bidder is not able to adhere to Service Level Agreements and timelines for providing services for Risk Base Audit Management System Software. Bank expects following service level and penalty for non-performance of the services shall be as under:

Sr	Service Name	Default	Period
1	**Risk Base Audit Management Software**	Non-working for more than 60 minutes due to application related issues	Rs.5,000 Per day

32) **Background Check of Employee -**Vendor should acknowledge that they had taken suitable precautions of employees who will access Bank' asset by doing pre-employment backgrounds check, character check, monitoring of employees etc

33) **Monitoring & Audit**

   a)   The Bank reserves the right to audit, conduct VAPT of application provided by vendor, books of accounts of vendor related to Bank via Internal staff, external agencies appointed by Bank or any statutory auditors.

   b)   Vendor shall acknowledge the right of Reserve Bank of India to cause an inspection to be made of Vendor Being Service provider and allow Reserve Bank of India or any other person authorized by it to access the banks documents, records, transactions, logs, and other necessary information given to stored or processed by Vendor within reasonable time.

34) **Guarantees -** Vendor should guarantee that the software and allied components used to service the Bank are licensed and legal.

35) **Governing Law and Disputes -** All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Oros, District Sindhudurg. During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot

possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

36) Force Majeure - The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

a) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

b) If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform Vendors obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

c) In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Vendor shall hold consultations in an endeavour to find a solution to the problem.

37) Waiver - No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

38) Violation of terms - The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity,

including without limitation a right for recovery of any amounts and related costs and a right for damages.

39) **Use Of Contract Document And Information -** The Vendor shall not, without the Bank's prior written consent, make use of any document or information provided by the Bank in Bid document or otherwise except for purpose of performing contract.

40) **Privacy & Security Safeguards** - The Vendor shall not publish or disclose in any manner, without the Bank prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor under this contract or existing at any Bank location. The Vendor 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 Vendor 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 prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor under this contract or existing at any Bank location.

41) **Non-Discloser Agreement -** Vendor has to submit Non-discloser agreement as per format. Annexure – V

42) **Acceptance Of Order -** Bank has a right to cancel the order if the same is not accepted within a period of 10 days from the date of the order.

43) **Escalation Matrix -** Vendor shall provide an escalation methodology for escalation of issues, where necessary.

44) **Taxes -** The offer should be all-inclusive of the cost for Risk Base Audit Management System Software and all the modules software license as mention in RFP for required quantity as mentioned in Bill of Material as per Annexure VIII giving breakup of the cost and GST

45) **Termination -** The Bank shall be entitled to terminate the agreement at any time by giving notice if: The Vendor breaches its obligations under the RFP or the subsequent agreement then the vendor gets 30 days as cure period from the Bank. If not cured within this time, the Bank holds the rights to initiate termination by giving 90 days' Notice thereof to the Vendor.

46) Effect of termination

a) The Vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank deliverables.

b) In the event of this agreement comes to end on account of termination or by the expiry of the warranty/AMC term of the agreement or otherwise, the Vendor shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.

c) Vendor shall within 15 days of the termination or expiry of contract return all the confidential information of the Bank or shall provide a certificate in writing to Bank confirming destruction of confidential information.

47) Cost -
It should be understood that the Bank is not liable for any costs incurred by Vendors in the preparation of their response to this RFP or negotiations during the selection process. The preparation of your response will be made without obligation by the Bank to acquire any of the items in your proposal, or to select any Vendor's proposal. Please note that all documentation and other supporting material provided, as part of a submission becomes the property of the Bank and is not returnable.

48) Queries -
The Vendor will have to submit queries pertaining to the RFP as per the RFP Schedule in the format specified in "Annexure IX" in this document to the communication address as specified below.

To
Chief Executive Officer
Sindhudurg District Central Co-operative Bank Ltd
Sindhudurg Nagri, Plot No.32,
Navnagar, Vikas Pradhikaran,
Oros, Sindhudurg 416812

Email – it@sindhudurgdcc.com

Bank will respond to these queries as per the schedule of the RFP, if required there will be a meeting with the Vendors who have obtained this RFP at the agreed time to address any queries in connection with the document.

Part - II

Eligibility Criteria:

1) Eligibility

The eligibility criteria for the vendor would be as follows:

a) This RFP is open to all Private / Public Limited Companies/LLP / Proprietor Company within India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding should fulfil the eligibility conditions subject to the following requirements:

b) Only Original Software Developer (OSD) shall be eligible to submit the Bid

c) Turnover of the Bidder Audited Balance Sheet for last 3 Financial Years should be minimum average of Rs.3 Crores for last 3 Years
   2021-22
   2022-23
   2023-24

d) Bidder should have provided and implemented Risk Base Audit Management Software and Services to at least 3 Banks in India

e) Bidder should have minimum experience of two years in providing and/or implementation of Risk Base Audit Management Software

f) The Bidder should not have been blacklisted by any Regulatory Authority. Self-declaration to that effect should be submitted along with the technical bid.

g) The Bidder should preferably have an ISO 9001 /ISO 27001/ CMM Level III/V Certification.

h) The Product is developed in India and OSD should have proper facilities for product enhancements and customer support to support directly preferably in Maharashtra.

i) The vendor shall have sufficient Team to provide pre & post implementation support to the Bank.

j) The propose solution should be with two factor authentication as per the guidelines issued by RBI and revised from time to time.

k)   Proposed Application must be a robust 3-Tier Browser Based Solution and implemented in District Co-op Bank or Urban Co-operative Banks having more than 25 Branches of a single Bank.

l)   The solution should be browser base and operating system Independent. Solution should work on latest updated browser released by the Browser OEM.

m)   The propose solution offered should be browser base with HTTPS Secured Connection only

n)   Proposed Application must have VAPT Compliance and Security Audit Certificate from Information System Auditors.

(Documentary proof for each of the above is to be provided.)

Part - III

TECHNICAL BID

1) Project Scope:

A brief description of the envisaged scope is enumerated as under. The detailed requirements on each of the area mentioned below are available in Annexure-VII of this document. However, the Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

Based on the contents of the RFP, the Vendor shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. It will be the sole responsibility of the Vendor to implement the end to end solution by himself. The Vendor will be the single point of contact for the Bank with regards to this RFP and the Vendor will be responsible for end to end (E2E) implementation and support. The Bank expressly stipulates the Vendor selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Vendor shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

Vendor should also provide support during implementation and post implementation period and training to Bank's designated personnel.

Vendor will provide Centralized Help Desk / onsite support if needed.

2) Application Requirements

A) Software requirements

   a) Software offered by the Bidder must conform to the latest guidelines issued by RBI/ NABARD/ MCS Act, and Bank' Audit Policy

   b) Vendor should Identify and assess risk frameworks and polices of Bank and require customizing as per Bank's requirement.

   c) Software should have provision for define risk parameters as per Bank requirements.

d) Software should support various audit types e.g. financial, operational, compliance, IT, etc.

e) Software should have facilities to develop and prepare audit plan as per high-risk area and as per Bank's requirement.

f) Provision require for automate compliance testing and issue tracking.

g) Provision requires for Maintain a central repository for compliance documentation.

h) Provision requires for to update regular regulatory updates and notifications.

i) Software should have provision for automate workflows for data collection and evidence gathering.

j) Software should facilitate real-time collaboration among audit teams.

k) Software should provide dashboards for real-time risk insights. Dashboard for each user/Head/Branch head/Top Management should be available. Dashboard for Monitoring of critical and pending issues, Audit trail generation of various MIS Reports, Dashboard with drill down and analysis of the data.

l) Software should have provision to generate customizable reports for management and regulatory bodies.

m) Software should support audit trail and version control for audit documents.

n) Software should have facility to track corrective actions and issue resolution.

o) Software should have facility to assign responsibilities and set deadlines for risk mitigation.

p) Facility for automate follow-up audits and escalation workflows.

q) Software should provide real-time progress tracking for remediation efforts.

r) Software requires to integrate with Bank CBS software and third-party risk management tools.

s) Software should have facility for secure access control and user authentication.

t) Software should have facility for role-based permissions for data security.

u) Software should have capacity to adapt to growing Banks needs.

v) Software should support multi-location and multi-department audit processes.

w) Software should handle increasing volumes of audit data without performance degradation.

x) Software should have facility to provide API support for future system integrations.

y) Software should have version control to stay updated with evolving industry regulations and standards.

z) Software should allow external auditors and regulators secure access for relevant information.

B) Audit Plan Facility:

a) The annual audit plan requires to generated by the proposed System and subsequently approved by the top Management should include the schedule and the rationale for audit work planned.

b) It should include audit calendar based on Risk. It should also include all risk areas, and their prioritization based on the composite risk; subject to regulatory guidelines, as applicable.

c) On the scheduled date, the assigned Auditor must have a copy of last audit Report i.e. compliance level details etc. It should be available in the AMS itself.

d) Facility requires to create audit plan for a Financial Year (April-March)/ Calendar Year (January- December/ from last audit date or any other duration as per requirement and will cover those regions which will be due for Risk Based Audit as per their Risk Rating in previous Risk Base Audit. Further, there should be a provision of periodic (Monthly / Quarterly / Half Yearly/ Ongoing) tracking of status of the audit plan. It should have the facility to

update for any type of audit on a post-facto basis also. For example, on completion of audit, when the audit reports are uploaded onto RBAMS, allocation of work areas to the auditors can also be updated.

e) Audit plan generated by the proposed System and subsequently approved by the top Management should include the schedule and the rationale for audit work planned.

f) Each parameter of control risk is assigned marks as per level of risk identified by the auditor. Percentage of marks of all control risk parameters (Maximum & actual marks awarded) is considered for arriving Control Risk. Likewise, Business Risk has predefined maximum marks for scoring.

g) Risk Base Audit Software should have capability of uploading identified reports from CBS for audit & inspection purpose as and when required.

h) Risk Base Audit Software should generate alerts on areas (particularly related to audit & inspection) scenarios as per RBI/NABARD/GOVT. guidelines.

i) The software should have provisions of exporting various reports in MS-Excel/ PDF/ MS-Word output towards which Bank will advise on requirement of various column heads for various report / data outputs in Excel/ PDF/ Word.

j) Risk Base Audit Management Software should have workflow and process Audit for conducting audit, submitting observations, monitoring and review of audit report.

k) Rectification of irregularities pointed out and Compliance of the observations, deadline to be submitted for cases in which immediate Application is not possible;

l) Analysis of the findings based on risk levels, nature of irregularities, geographical analysis, and region category-wise, amount-wise, based on pendency, etc.

m) Convening meetings of auditors with Branch Manager/Regional Heads regarding the findings, observations, difficulties faced, suggestions, systemic changes required, if any, etc.

n) Placing reports/notes before the Top Management in respect of major findings/ irregularities, status of compliance, monitorable action plan, etc.

o) Compilation of summarized notes containing detailed information on irregularities observed progress in rectification, risk level of regions for placing to the Top Management / Hon. Audit Sub Committee of Board and Board of Directors.

p) Each parameter of control risk is assigned marks as per level of risk identified by the auditor. Percentage of marks of all control risk parameters (Maximum & actual marks awarded) is considered for arriving Control Risk. Likewise, Business Risk has predefined maximum marks for scoring.

q) Risk Base Audit Management Software should have workflow and process Audit for conducting audit, submitting observations, monitoring and review of audit report.

r) Rectification of irregularities pointed out and Compliance of the observations, deadline to be submitted for cases in which immediate Application is not possible;

C) Audit Execution

a) Software should have facilities to create, assign, and track audit tasks.

b) Audit Intimation - As and when a new audit program is scheduled and a team is formed, software should send an intimation mail / SMS to the Principal audit Officer (PAO) of the audit assignment and composition of the team along with the list of chapters/ areas to be covered by the audit team. The PAO should have the option of sending intimation e-mails/ SMS to the team members about the audit assignment and allocation of chapters.

c) Maintenance of Internal Auditors user list with capability for allotment of work.

d) Software should be support for Automate workflows for data collection and evidence gathering. Auditors while inputting data/ uploading the audit reports, the same has to be linked with the audit program created. This shall include mapping of the auditor(s) to respective chapters/ audit-areas in case of RBAMS. The system should have facility to upload various types of audit observations with necessary classifications/ parameters/ grouping, There should be facility of use of Digital Signature or by any other authentication mechanism as pre- determined at the time of uploading of reports by users. The Application should have the capability to display/ generate reports of previous open pending inspection/ audit observations to Auditor for cross reference.

e) Uploading of Attachments / Data: There should be provision to upload draft reports by auditors in a structured format. The auditor should be able to attach any work-papers /evidence /references in any format i.e. Word/ Excel/ Jpeg/ Pdf etc.

f) Provision to upload the entire audit report at once or individual para wise should be there.

g) All Uploading / Downloading of reports should have a timestamp.

h) Submission of Compliance: The Application should enable the processing of Compliance/ rectification by the Branches.

i) The compliance module should have provision for uploading the response both para-wise or to multiple paras in a particular section/ Office/ consolidated report.

j) Compliance Processing: Compliance module would necessarily have provision to keep track of previous compliances, if rejected earlier along with the comments of Auditor as and when new compliance is submitted with complete audit trail.

k) On Final Submission: On Final submission of Report by relevant authority, a message/ SMS should be sent to Auditee Department, Compliance Monitoring Team or any other authority as decided. The system would have provision to generate letters in structured form in hard and soft copy to the various stakeholders.

l) Closure of Compliance/ rectification: Acceptance of exceptions and closure of the same can be made in ID by Audit Dept / other higher level. Any rejection of the compliance submitted for various reasons would require the comments by the Compliance Follow up Officer/ other higher level. Resubmission of compliance by Branches and rejection of the same would be allowed multiple times and history as well as audit trail of same would be necessarily maintained.

m) Any acceptance/ rejection of compliance should be authorized by the individuals Digital Signature or by any other authentication mechanism as pre-determined.

n) Facility for submission of audit compliance & closure of reports.

o) Analysis of the findings based on risk levels, nature of irregularities, geographical analysis, and region category-wise, amount-wise, based on pendency, etc.

p) Convening meetings of auditors with Branch Manager/Regional Heads regarding the findings, observations, difficulties faced, suggestions, systemic changes required, if any, etc.

q) Placing reports/notes before the Top Management in respect of major findings/ irregularities, status of compliance, monitorable action plan, etc.

r) Compilation of summarized notes containing detailed information on irregularities observed progress in rectification, risk level of regions for placing to the Top Management / Hon. Audit Sub Committee of Board and Board of Directors.

D) Other Requirements.

a) Calculation of Risk Score: The system would generate the Risk Rating of Auditee Office/ Department automatically based combined parameters on Business Risk & Control Risk. It will also generate a Heat-Map of the same in graphical form.

b) Maker/ Checker Principle: Compliance processing in the Software must follow the maker / checker principle. Officers of Follow-Up Section may accept/ approve the compliance submitted by auditee. Top Management would have the privilege specially to access executive summary, key observations etc. The system shall not allow same person to act as both "maker" and "checker", for accepting any given compliance.

c) Depending on nature of risk rating of the audit paragraph the system shall have customizable feature to define who can accept the compliance. For example, a 'Low' risk para in RBAMS, the compliance could be accepted at Auditee Level itself with maker checker control while a 'High' risk para can be accepted only by Head of Audit Dept (and above). Compliance in respect of Management Audits also shall be accepted at Auditee Level itself. For compliances to be accepted at auditee level, ID shall have a view facility to know what the compliance submitted and overall outstanding /compliance position.

d) Maintenance of Master as per requirement of Bank like maintenance of master details of internal auditors / concurrent auditors / external auditors/IS auditors in the system. Maintenance of master details of HO authorizing officials.

e) Capture of relevant data from CBS or other systems to facilitate Internal/ RBIA/ Concurrent/ Statutory Audit etc. The relevant region/group data for audit needs to be captured from CBS and

other system as per checklist and RBI, NABARD guidelines. Presently data for regional profile is to be captured from CBS. The complete cost of integration with Banks CBS system will be borne by bidder.

f) Introduction of various checklists / Reports to verify and make observations in the Applications.

g) MIS data for analysis, reporting to top management and to support other audits as listed above. AMS software must have MIS data for based on certain parameters such as date wise, Branch/RO/HO wise, category wise etc.

h) The proposed Audit Management Software (AMS) should have all the modules/ applications required in an audit process such as;

   i. Preparation & Maintenance audit & inspection related database, identification of audit unit, preparation & monitoring of audit plan, process of identification/empanelment of Internal / concurrent Auditors, Scheduling and allotment of units to the auditor/ team of auditors.

   ii. Generation of audit report as per check list (which covers work area such as Deposits, Credit, Credit Monitoring, Operations, Recovery, Administration, Profitability etc.),

   iii. Generation of Executive summary out of complete audit report etc.,

   iv. Generation of due date for closure of audit & inspection report, Revenue leakage detected and recovered during current month as well as cumulative figures.

   v. Making audit reports format (check list) available to auditors, facilitating auditors by providing data collated from various system/ Applications of the Bank including CBS,

   vi. Verification by auditors and making observations of irregularities/ deviations, Risk Assessment, escalation to the other users for submission of compliance,

   vii. Verification of compliance and acceptance/ rejection, Provision for multiple rejection & resubmission, collation of various audit reports.

   viii. Performance evaluation of Concurrent/Statutory Auditor.

E) Scope of Risk Base Audit Management Software and the details of the other requirements are mentioned in the Annexure – VII

3) Project Deliverables ("Deliverables")

The project plan will be as per the details provided below. Vendor may give additional plan if any. The Plan will be:

a) Requirement Study and analysis: - Analysis of the requirements will be done, documented and shared with the Bank.
b) Project Plan including Implementation plan – This will be mutually worked out.
c) The Vendor will be responsible for installation & configuration of application, database and on the servers provided by Bank at the DC & DR.
d) The Vendor will set all the parameters in the Applications as per the Security Policy of the Bank
e) Change Management and approval.
f) Soft copy of User Manuals on electronic media.
g) Training for Bank's trainers, Management and end users
h) Implementation of solution.
i) On-site and Remote support at Data Center
j) Providing post-implementation support for application software during warranty & AMC contract period.
k) Supporting DR Drill as per RBI guideline.
l) Any other requirement as mutually agreed upon as considered necessary.

4) Training -The Vendor will be responsible for training the Bank employees in the areas of application / user / security management etc. The vendor needs to provide a comprehensive training methodology document.

5) Implementation and Roll out.

a) The implementation will consist of implementing the proposed Risk Base Audit Management System Software.

b) The Vendor will be coordinate with Bank team for setting up the live server at the DC & DR.

c) The Vendor will set all the parameters in the Applications asper Banks Security Policy. The Vendor shall be responsible for accuracy of the parameters set according to business needs of the Bank.

d) The Vendor will assist the Bank in testing the reports generated using the proposed Application.

e) The Vendor shall depute relevant personnel to attend and resolve the problems immediately as per agreed timeframe based on the severity of the issue.

6) **Effective Date** - Means the date on which sign off given by Bank for successful   delivery and installation of all software, from vendor as maintained in RFP to the satisfaction of Bank. Bank will appoint person/group of persons/ outside agency for testing of successful installation and delivery of the products as mentioned in RFP. Authorised person will sign off the acceptance of product.

7) **Vendor Performance Metrics & Management:** Vendor performance will be monitored and recorded as necessary over the duration of the warranty with respect to satisfactory fulfilment of all contractual obligations.

Part –IV

Commercial Bid

1) **Price/ quotes**

   a) The prices quoted by the Vendor shall exclusive of all taxes, levies, cess, excise and custom duties, installation, etc. that need to be incurred. The prices quoted will also include transportation to respective sites, insurance till supervision, commissioning and final acceptance by the Bank.

   b) The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of this agreement, and the Bank shall not pay any additional cost for the same.

   c) Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the Vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Vendor". Vendor should ensure that the project should not suffer for any reason.

2) **Payment Terms**

   a) Payment Terms
      50% on Installation
      40% on Project Sign Off
      10% on submission of performance guarantee
   b) GST will be paid extra by Bank as applicable.
   c) TDS shall be deducted by the bank as per Income Tax laws of India.

Annexure – I

<u>**Forwarding Letter**</u>

To
Chief Executive Officer
Sindhudurg District Central Co-operative Bank Ltd
Sindhudurg Nagri, Plot No.32,
Naya Nagar, Vikas Pradhikaran,
Oros, Sindhudurg 416812

Sir,

Reg.: Our bid for **Providing Perpetual License of Risk Base Audit Management Software and implementation**

We submit our Bid Document herewith.

We understand that

a) You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

b) If our Bid for the above job is accepted, we undertake to enter into and execute when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

c) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract. Vendor means the vendor who is decided and declared so after examination of commercial bids.

Dated at_____this _____day of _____2025.

Yours faithfully

For_____

Signature: _____

Name: _____

Annexure II

Eligibility Criteria

S.NO.	Eligibility Criteria	Documents to be Submitted
1.	**The bidder** must be an Indian firm/ organization registered under Indian Companies Act / Partnership Firm/ LLP/ Proprietor Company	Copy of Certificate of Incorporation issued by Registrar of Companies and/or required certificate
2	Only Original Software Developer (OSD) shall be eligible to submit the Bid	Self-Certification or IPR Certification
3.	The bidder should have a minimum Average Annual turnover of Rs.3 Crores for last 3 audited Financial Years (2021-22,2022-23 & 2023-24) & Profit making for last three financial year	Copy of the audit Annual Reports and /or certificate of the Chartered Accountant.
4.	The bidder should not be blacklisted by any Bank/Central/State Govt. dept. /Public Sector Unit.	Certificate from Company Chief Executive as per Annexure
5.	Bidder should have been in the business of Risk Base Audit Management System Software provider for a period exceeding two years as on December 2024.	Work Orders confirming year and area of activity.
6.	The Bidder should preferably have an ISO 9001 /ISO 27001/ CMM Level III/V Certification.	Copy of Certificate
7.	The Product is developed in India and OSD should have proper facilities for product enhancements and customer support to support directly preferably in Maharashtra.	Documentary details and Undertaking
8.	The propose solution should be with two factor authentication as per the guidelines issued by RBI and revised from time to time.	Undertaking
9.	Proposed Application must be a robust 3-Tier Browser Based Solution and implemented in District Co-op Bank or Urban Co-operative Banks having more than 25 Branches of a single Bank.	Copy of PO

10.	The solution should be browser base and operating system Independent. Solution should work on latest updated browser released by the Browser OEM.	Product Technology Deployment Architecture
11	The propose solution offered should be browser base with HTTPS Secured Connection only	Undertaking
12.	Proposed Application must have VAPT Compliance and Security Audit Certificate from Information System Auditors.	Copy of VAPT Certificate
13.	Vendor should do Backgrounds check of employees who will access Bank' asset	Self-Declaration

Annexure III

DETAILS OF THE VENDOR

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No	Item	Details
1	Name of Company	
2	Postal Address	
3	Telephone and Fax numbers	Telephone: FAX:
4	Constitution of the Company	
5	Name and designation of the person authorized to make commitments to the Bank [An authorization letter is required from the company]	
6	Email Address	
7	Year of commencement of Business	
8	GST Number	
9	NEFT Details for EMD Refund	
10	TAN Number and PAN Number	
11	Turnover for last 3 Financial Year 2021-22 2022-23 2023-24 Attached Certified copy of the Accounts with Tax Audit Report	
12	Profits for last 3 Financial Year 2021-22	

	2022-23 2023-24 Attached Certified copy of the Accounts with Tax Audit Report	
13	Supports Centres	
14	Certifications available	

Annexure IV

Undertaking from Vendor

To
Chief Executive Officer
Sindhudurg District Central Co-operative Bank Ltd

Dear Sir(s),

Sub: RFP for

We, M/s _____, the undersigned, hereby confirm that
we have read and understood the eligibility criteria and fulfil the same.

a) We further confirm that all the information as per requirement of the Bank have been included in our bid.

b) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

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

d) All the details mentioned RFP and in the other tender documents submitted by us are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the bank has the right to reject the proposal and disqualify us from the process.

e) We hereby acknowledge and unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the BID and related documents, in short listing of vendors for providing the turnkey Project.

f) We also acknowledge the information that this response of our Company for the Bank's BID process is valid for a period of 6 month, for the short-listing purpose, from the date of expiry of the last date for submission of our response to BID and related documents.

g) We understand that the Bank will not accept any extraneous conditions that may be stipulated by the vendors in their offer and the Bank reserves the right to adhere to the terms stipulated by it in the BID documents and to the extent modified, if any, by the Bank during the technical evaluation. We also agree that the vendors, whose offers are otherwise technically compliant, will have to adhere to the Bank's terms and conditions, based on which, the Bank has sought the offers irrespective of the terms or deviations contained in vendor's offer.

h) We have noted that the Bank reserves the right to reject any proposal not submitted in the required formats and with the required information.

i)   The Bank may at its absolute discretion waive any minor non-conformity in any offer. The Bank's decision in the matter will be final and the same shall be binding on us.

Seal & Signature of the Authorized Official

Annexure V`

Non-discloser Agreement format

WHEREAS, we, _____, having registered Office at _____, hereinafter referred to as the Company, are agreeable to execute "_____" as per scope defined in the Request for Proposal (RFP) No**. Dated 12th February 2025** for **Perpetual License of Risk Base Audit Management Software for The Sindhudurg District Central Co-operative Bank Ltd**., Oros, Sindhudurg (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Infrastructure shared by the BANK during execution of project is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK 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.

Annexure –VI

Details of Bank

Data Center

Sindhudurg District Central Co-op. Bank

At Post Oros, Dist. Sindhudurg, Maharashtra 416812

Disaster Recovery Site

Amravati, Andhra Pradesh

Annexure –VII

Technical and Functional Specifications for Perpetual License of Risk Base Audit Management Software

Functional Coverage

a) The Bank has Head Office (HO) and Branches in CBS environment of the Bank.

b) Implementation of web based Application for Risk Based Audit Management System.

c) Bidder should be able to supply, customize, implement and maintain the web based Risk Base Audit Management Software.

d) The Application should be able to extract and make data / information available for conducting of audit/ inspection and automate the entire audit process.

e) The proposed Application should have the various audits configured in the system. The Bank should be able to conduct the audits with suitable checklists as per changing needs/requirements, which should be made available in a database. Any changes in formats or checklist should be easily available in the software.

f) The Application should facilitate workflow automation.

g) The software should have the provision for uploading the Bank‟s updated guidelines/circulars/manuals from where the user can refer for easy and ready reference.

h) Introduction of various checklists, generation of reports to scrutinize, analyse, make observations and report to top management.

i) Monitoring of critical and pending issues, generation of various MIS Reports and analysis thereof.

j) Any changes in checklist (Addition/Modification/ Deletion), changes in scoring system etc. shall be done free of cost.

	Functional Requirement	Compliance Yes/No
A	**List / module of Audits/ Inspection to be covered:**	
1	Risk Based Audit Management	
2	Risk Base Concurrent Audit	
3	Credit Audit	
4	Revenue Audit	
5	Compliance Audit	
6	Statutory Audit	
7	Information System Audit	
8	Inspection Audit from Head Office	
9	Audit of Outsourced Service Providers & Migration Audit.	
10	Legal Audit	
11	Special Subject Audit	
	Functional Specification for Audit Management Software (AMS) Application:	
A	**Users in Audit system:**	
A1	Users will be Bank‟s serving employees, statutory Auditors/Statutory Inspectors (an interface with Active Directory for user management) . Logs to be generated for follow up.	
B	**Work areas in Audit / Inspection:**	
B1	Users are required to carry out Risk based Audit and verify various types of risks, viz., Business Risks and Control Risks to comply with	
	Statutory/Regulatory guidelines.	
C	**The broad functional requirements through the Application includes but not restricted to the following:**	
C1	Capability of customization as per Bank‟s Regulatory requirements and it should confirm to the latest guidelines issued by Reserve Bank of India and NABARD.	

C2	Option to parameterize / change parameters on risk analysis methodology. Marking pattern, application of risk weightages, etc.	
C3	Capability to support assigning level of risks such as Critical, High, Medium, Low, No Impact etc. along with Risk matrices for the unit of Audit. These levels should be user definable. It should be possible to extract a Region- wise/ Bank as a whole list of irregularities of a given level of risk.	
C4	Capability to support end-to-end audit process including audit planning, testing and evaluating controls, making observations, reporting and follow- up.	
C5	Application should be capable of capturing historical data and should generate various analytical reports.	
C6	The Application should enable /aid the Bank in recognizing and evaluating:	
C7	The control environment in various areas and gaps, if any, in control mechanism, which might lead to frauds, identification of fraud prone areas, income leakages if any.	
C8	Capability to generate audit plan for the financial year, provision to make changes in the plan, compare the actual audits with the Audit Plan and point out deviations.	
C9	Able to generate letters/ email for the communication with Departments/R.O.s & Branches. The controlling office should be able to generate reminders through letters/email/SMS, etc. in respect of branches/offices where the inspection reports are pending.	

C10	Option to generate multiple reports on different parameters in different formats.	
C11	The Application should give reports on overall risk of individual group of branches/ region and Bank as a whole as per Banks policy.	
C12	The Application should store the status regarding various Inspection reports such as open, closed, partial rectification, closed with open/pending items. Bank should be able to define such parameters.	
C13	The Application should give multiple option for view / print / save/ export in excel/ pdf/ word format for various reports generated.	
C14	The system should be capable of strong user IDs, usage, defining specific roles, monitoring the access by users & retrieving the same in future.	
D	**Data Integration/Migration:**	
	The proposed Audit Management Software (AMS) shall have capability to integrate with Bank CBS (present or future, if any) without no any extra cost of migration.	

Annexure –VIII

Format for Commercial proposal

Sr.	Product Description	Qty	Unit cost	Total Cost without GST	GST Cost	Total Cost
1	License Cost for Risk Base Audit Management System	1				
2	Implementation Cost					
3	AMC Post Warranty Period					

Note –

a) Hardware, Database, OS will be provided by the Bank and Vendor should specify the required details in technical bid as per Annexure X

b) The vendor will provide services for implementation / rolling-out /support / maintenance of proposed solution for a minimum period of 5 years (1 years warranty + 4 years ATS) from Go Live date with option of further extension of contract for another 2 years at the same rate, provided services of the bidder is satisfactory and at Bank's sole discretion. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

Annexure –IX

Pre Bid Query Format

(Company Letter head)

Sr. No.	Page No.	Point No.	Tender Original Clause	Clarification	Request for change /addition/modification deletion

Bank contact details IT section

Tel No.

Email Id: it@sindhudurgdcc.com

Annexure –X

Hardware and software required for Risk Base Audit Management System Software

Server/Role Name	DC QTY	DR QTY	Physical/ Virtual	RAM	Cores/ VCPU	OS	Server Role	OEM
Database Type								
Server OS Type								
Storage Capacity								
Any other Item								

Annexure - XI

Background Checks

On the letterhead of the vendor

The ********* represents and warrants that all Staff who is assigned to perform Services for the BANK under this RFP has been subjected to rigorous background check and screening which include: confirmation of prior work experience, academic records and professional qualifications, character reference checks, confirmation of identity through government issued identification and criminal history, if any.

The ****** also undertakes that any staff stationed at or sent by the ****** to the premises of the BANK for the purposes of Services under this RFP shall be subjected to the above background checks and shall have read and understood the BANK's guidelines and code of conduct in this regard which may be provided by the BANK to the ****** from time to time.

The ********* represents and warrants that the Staff assigned to provide the Services, irrespective of the location/premises from which such Staff works, shall at all times be deemed to be the employees of the ******

Signature of Authorized Official

Annexure- XII

NEFT DETAILS

Tender fees and EMD Amount

ACCOUNT NO: 999410000003001

NAME: RTGS IB ETC CASH PARK ACCOUNT

Bank Name: The Sindhudurg District Central Co-operative Bank LTD

BRANCH: Head Office.

IFSC code: SIDC0001999

NEFT DETAILS

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX