



**Supply, Installation, Customization, Implementation,
Integration, Training, Support and Maintenance of Audit
Management Solution for Risk Based Internal Audit**

CIAD DEPARTMENT

HALDWANI

The Nainital Bank Limited
9th October 2023

RFP Reference No.-NTB/CIAD/AMS/2023/013

1.1. Table of Contents

1.1. Table of Contents	2
2. Section I – Invitation for Bid	6
2.1. Document Control Sheet	7
3. DISCLAIMER.....	10
4. Section II: Instructions for Bid Submission.....	11
4.1. Executive summary of the project.....	11
4.2. Preparation of Bids.....	11
4.3. Submission of Bids	11
4.4. Assistance to Bidders.....	12
4.5. Cost to Bid.....	12
4.6. Micro and Small Enterprise (MSE)	12
4.7. Contents of the RFP Document.....	13
4.8. Clarification on RFP Document.....	13
4.9. Amendment of RFP Document.....	14
4.10. Language of Bids	14
4.11. Documents Comprising the Bids	14
4.12. Bid Prices	15
4.13. Firm Prices	15
4.14. Bidder Qualification.....	16
4.15. Earnest Money Deposit (EMD)	16
4.16. Security Deposit.....	17
4.17. Period of Validity of Bids.....	17
4.18. Format and Signing of Bid	17
4.19. Revelation of Prices	18
4.20. Terms and Conditions of Bidders	17
4.21. Consortium.....	17
4.22. Last Date for Receipt of Bids	18
4.23. Late Bids.....	18
4.24. Modification and Withdrawal of Bids	18
4.25. Bidder's Address for Correspondence	18
4.26. Contacting the Bank.....	18
4.27. Opening of Bids by Bank	18
4.28. Evaluation of Bids.....	18
4.29. Preliminary Examination.....	19
4.30. Clarification.....	19
4.31. Evaluation of Eligibility Criteria	19
4.32. Evaluation of Technical Bids	21

4.33. Evaluation of Commercial Bids	25
4.34. Final Bid Evaluation (Techno commercial bid):	26
4.35. Bank's Right to Vary Scope of Contract at the time of Award.....	27
4.36. Bank's Right to Accept Any Bid and to Reject Any or All Bids.....	27
4.37. Notification of Award.....	27
4.38. Award of Contract.....	27
4.39. Placing of Purchase Orders.....	28
4.40. Bank Guarantee for Contract Performance	28
4.41. Confidentiality of the Document.....	29
4.42. RFP Related Condition.....	29
4.43. Rejection Criteria	29
4.43.1 General Rejection Criteria	29
4.43.2 Technical Rejection Criteria	30
4.43.3 Commercial Rejection Criteria	30
4.43.4 Liquidated Damage(LD).....	30
5 Section III –Details of Scope of Work.....	31
5.1 Audit Automnation Solution.....	31
5.2 Offsite Monitoring System (OMS).....	37
5.3 General Aspects in Scope.....	39
5.4 Training.....	42
5.5Location of work.....	42
5.6 Timeline For Go-live	42
5.7 Attandance Report for Inspecting Officers.....	42
5.8 Interface and Integration Requirements....	42
5.9 Disaster Recovery Mechnism.....	42
5.10 Implementation Methodology.....	42
5.11Functional Gap Specification Study.....	42
5.12 Customization.....	43
5.13 Gap Identification and Resolution.....	43
5.14 UAT.....	44
5.15 Hardware Sizing.....	44
5.16 Audit	45
5.17 Procedures in place to periodically test the backed-up data	46
5.18 Installation on existing or new setup.....	44
5.19 Upgrade the proposed solution.....	46
5.20 No unwarranted, illegal, and fraudulent misuse of data.....	46
5.21 Support for the present and future proposed interfaces.....	46
5.22 Support applicable as and when released by the OEMs.....	44
5.23 Maintenance support.....	44
5.24 Facility Management	47

6	Section IV – General Conditions of Contract and Service Levels Agreement.....	47
6.1	Term and Extension of the Contract	49
6.2	Prices	50
6.3	Payment Terms and Schedule	50
6.4	Service Level Agreement & Targets.....	51
7	Section V – Bid Submission Format.....	52
7.1	Bidder Profile	52
7.2	Manufacturer Authorization Format	54
7.3	Declaration for Non-Blacklisting	55
7.4	Undertaking of Information Security	56
7.5	Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope).....	57
7.6	Undertaking for Price Validity & Acceptance of all terms & conditions of RFP	58
7.7	Undertaking for No Deviation.....	59
7.8	Commercial Bid Format.....	60
7.9	NEFT Details	62
7.10	DetailsofHardware&OperatingSystemRequirement	63
7.11	ANNEXURE : Compliance To Functional Specifications.....	64

List of Abbreviations

Sl. No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	AMS	Audit Management Solution
3.	ATS	Annual Technical Support
4.	AVP	Associate Vice President
5.	BG	Bank Guarantee
6.	CBS	Core Banking Solution
7.	CIAD	Central Internal Audit Division
8.	CISO	Chief Information Security Officer
9.	CRC	Clean Rectification Certificate
10.	DD / PO	Demand Draft / Pay Order
11.	EMD	Earnest Money Deposit
12.	FACC	Final Audit Closure Certificate
13.	HO	Head Office
14.	IAD	Internal Audit Division
15.	IT	Information Technology
16.	LD	Liquidated Damages
17.	LoI	Letter of Intent
18.	LLP	Limited Liability Partnership
19.	MIS	Management Information System
20.	NDA	Non-Disclosure Agreement
21.	NEFT	National Electronic Fund Transfer
22.	OEM	Original Equipment Manufacturer
23.	OEM	Original equipment manufacturer
24.	OMS	Offsite Monitoring System
25.	PBG	Performance Bank Guarantee
26.	PO	Purchase Order
27.	PSBs	Public Sector Bank's
28.	PSE	Public Sector Enterprises
29.	PSUs	Public Sector Unit's
30.	QRC	Qualified Rectification Certificate
31.	RBIA	Risk based Internal Audit
32.	RFP	Request for Proposal [Inter alia the term 'Tender' is also used]
33.	RO	Regional Office
34.	ROAT	Regional Office Audit Team
35.	RTGS	Real Time Gross Settlement
36.	SDLC	Software Development Life Cycle
37.	SLA	Service Level Agreement
38.	TCO	Total Cost to Ownership
39.	TO	Technical Officer
40.	UAT	User Access Availability Test
41.	VM	Virtual Machine
42.	VP	Vice President

2. Section I – Invitation for Bid

RFP Reference No.-NTB/CIAD/AMS/2023/013

The Nainital Bank Ltd.
Head Office,
Seven Oaks Building,
Mallital, Nainital, Uttarakhand - 263001

The Nainital Bank Ltd. invites Bids (Technical & Financial) from eligible bidders which are valid for a period of 180 days from the last date of submission of bid for “**Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit**”

Name of RFP	Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit	
Application Money	Rs.29500/- (Rupees Twenty Nine Thousand Five Hundred only) inclusive of GST	Application Money has to be deposited as DD / PO / NEFT at the time of submission of Bid
EMD (Earnest Money Deposit) to be submitted	Rs.100000/- (Rupees One Lac only)	Earnest Money Deposit (EMD) has to be submitted in the form of DD/PO/NEFT/RTGS or Bank Guarantee issued by a scheduled commercial bank at time of submission of bid which should be valid for a period of 6 months from last date for bid submission. EMD to be deposited along with bid.
Date of Issue of RFP	09/10/2023 at the opening of Business hours i.e. 10.00 AM	
Last date and time of submission of Bid queries	23/10/2023 by 5.00 PM	
Last date and time of submission of Bid documents.	06/11/2023 by 5.00 PM	
Date and Time of opening of Eligibility, Technical, Commercial Bids (Envelope No.1, 2, 3)	Date and time of opening of Envelopes will be shared later on to the bidders through the authorized e-mail ID shared by the bidders in Bidder Profile.	

Interested parties may view and download the RFP containing the detailed terms & conditions, from the website <https://www.nainitalbank.co.in/english/tender.aspx>

***DD/PO and Bank Guarantee should be made in favour of The Nainital Bank Ltd. & DD/PO be made Payable at Haldwani.**

RFP Coordinator – Manoj Kumar Dwivedi
Contact No –9058637751
E-mail – ciad@nainitalbank.co.in

2.1. Document Control Sheet

RFP Reference No.	NTB/CIAD/AMS/2023/013
Name of the Organization	THE NAINITAL BANK LIMITED
Tender Type (Open/ Limited/ EOI/ Auction/ Single)	OPEN
Tender Category (Services/ Goods/ works)	Services
Type/Form of Contract (Work/ Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Services/Supply/Buy
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No(Only INR)
Payment Mode (Online/Offline)	Offline / Online
RFP Issuance Date	09/10/2023 at the opening of Business hours i.e. 10.00 AM
RFP Coordinator	RFP Coordinator -Manoj Kumar Dwivedi Contact No –9058637751 e-mail - ciad@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting over email regarding RFP document	23/10/2023 by 5.00 PM email to: ciad@nainitalbank.co.in
Last date of submission of clarifications by the bank on bank's website	26/10/2023 by 5.00 PM
Pre-bid meeting	<ul style="list-style-type: none"> • pre bid meeting can be held through online mode on 30/10/2023. • Bidder to submit the name(s) of authorized officials/persons (Maximum two) along with their contact numbers, designations and e-mail IDs on ciad@nainitalbank.co.in by 23/10/2023 along with clarification sought (if any) in a prescribed format mentioned at point no.4.8. • Invitation link of the meeting will be sent by the Bank to email IDs (maximum Two) of authorized officials/persons of the bidder to join the Online Pre-Bid Meeting as per the schedule mentioned above. • In order to join the On-Line Pre-bid meeting, the Bidder's representatives will have to click the link provided through E-mail by the Bank.
Last date of submission of RFP response/ Bid Closing date) And address for submission of Bid	06/11/2023 by 5.00 PM The Nainital Bank Ltd., Regional Office, Central Internal and Audit Division, 3 rd Floor, Opposite Session Court, Haldwani, District: Nainital Uttarakhand - 263139
Mode of Submission of Bid	The Bidder shall send the sealed Bid

	<p>Envelope through Courier / Registered Post / Speed Post to The Nainital Bank Ltd., Regional Office, Central Internal Audit Division, 3rd Floor, Opposite Session Court, Haldwani, District: Nainital, Uttarakhand – 263139</p> <p>The date of dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet.</p> <p>However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 3 days from last date of bid submission, in such circumstances, the Bank shall not be liable, whatsoever, due to such misplacement or non-delivery of said bid envelope.</p> <p>Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 3 days from last date of bid submission can't resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.</p>
Date of Technical Presentation	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/ Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application Money	<p>Rs. 29500/- (Rupees Twenty-Nine Thousand Five Hundred only) inclusive of GST* has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before last date of Bid submission as per account details mentioned below:</p> <p>Account Name -Pay Receipt Suspense Account Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital</p>
Bid Security (Earnest Money Deposit)	<p>Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only)</p> <p>Earnest Money Deposit (EMD) has to be</p>

	submitted in the form of DD/PO/NEFT/RTGS or Bank Guarantee issued by a scheduled commercial bank at time of submission of bid which should be valid for a period of 6 months from last date for bid submission. EMD to be deposited along with bid. Account details for deposit are mentioned below: Account Name - Pay Receipt Suspense Account Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
Bid Validity days	180 days from the last date for submission of bid
Location for Submission of Bid	The Nainital Bank Ltd. Regional Office, Central Internal Audit Division (CIAD), 3rd Floor, Opposite Session Court, Haldwani, District: Nainital Uttarakhand - 263139
Validity of Contract	Five year from the date of signing of Agreement, extendable for Two years
Address for Communication	Head-CIAD The Nainital Bank Ltd. Regional Office, Central Internal Audit Division (CIAD), 3rd Floor, Opposite Session Court, Haldwani, District Nainital Uttarakhand-263139 M-7055101627

*MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the RFP. (Please refer Pt. 4.6 of this RFP document for detailing the MSE clause)

3. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Nainital Bank Limited or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid. The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, employees, contractors, representatives, agents and advisors disclaim all liability from any loss, claim, expenses(including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursement incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("losses") suffered by any person acting on or refraining from acting because of any presumption or information(whether oral or written and whether expressed or implied), including forecasts, statements, estimate or projections contained in this RFP Document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its Directors, officers, employees, contractors, representatives, agents, or advisors.

4. Section II: Instructions for Bid Submission

4.1. Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Limited since 1973. The Bank is having 169 branches at present operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

Scope of RFP in brief is mentioned below:

The objective of this RFP envisages an end-to-end comprehensive solution for conducting Risk Based Internal Audit (RBIA) according to the latest guidelines issued by various regulators and Bank policies & guidelines. Details of Scope of work is mentioned in Para 5- Section III.

The solution should have the following key attributes:

- Provide basis for risk scoring of the auditee units based on evaluation of their risk profiles, comprising of Business risk and control risk procedures and results of any substantive audit tests / procedures performed by the auditor.
- To enable the internal audit to serve as an independent, objective assurance and consulting activity

This is an end to end project and all the items required for making the Solution operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

4.2 Preparation of Bids

Bidder should consider all corrigendum/s and clarification/s, (if any), published on the Bank's website related to the RFP Document before submitting their bids.

Please go through the RFP advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of envelopes in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document which are to be submitted. Any deviations from these may lead to rejection of the bid.

4.3 Submission of Bids

The bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in form of DD/PO in an envelope which be marked as Envelope No.1 along with other Pre-qualification documents.

In case the Application fees and EMD is sent through NEFT, such details are to be submitted in Format as mentioned at point 7.9.

The Bidder shall mark its company/firm/LLP name and RFP reference number on the back of the Bank Demand Draft before sealing the same. The address of The Nainital Bank Ltd., name and address of

the bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, The Nainital Bank Ltd will not assume any responsibility for its misplacement, pre-mature opening etc.

The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post to The Nainital Bank Ltd. Regional Office, Central Internal Audit Division, 3rd Floor, Opposite Session Court, Haldwani, District: Nainital, Uttarakhand – 263139 on or before the last date of submission of bid.

The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet.

However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 3 days from last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due to such misplacement or non-delivery of said bid envelope.

Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 3 days from last date of bid submission, cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.

One paper copy and one electronic copy (Power Point or Microsoft Word and Excel contained in storage media) of all documents submitted under Technical Bid (Envelope 2) must be supplied to Bank at The Nainital Bank Ltd., Regional Office, Central Internal Audit Division, 3rd Floor, Opposite Session Court, Haldwani, District: Nainital, Uttarakhand– 263139 on or before the last date of submission of bid and addressed as “**Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .”**

Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. If the Bidder(s) adopts any other format, such bid(s) shall be rejected.

4.4 Assistance to Bidders

Any queries relating to the RFP Document and the terms and conditions contained therein should be addressed to the RFP Coordinator indicated in this RFP.

4.5 Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the Tendering process.

4.6 Micro and Small Enterprise (MSE)

As per recommendations of GOI, Bank has decided to waive off EMD and RFP cost (application money) for Micro and Small Enterprise (MSE).

- i. MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by National Small Industries Corporation Limited (NSIC). For MSEs Government of India

- ii. provisions shall be considered while evaluating the RFP. Bids received without EMD and RFP cost (application money) from bidders not having valid NSIC registered documents for exemption will not be considered.
- iii. To qualify for EMD & RFP Fee / Cost (application fee) exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the RFP documents. MSE firms who are in the process of obtaining registration will not be considered for EMD & RFP Fee / Cost exemption (application fee).
- iv. MSE bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- v. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

4.7 Contents of the RFP Document

The RFP Document is divided into following sections:

1. Section I - Invitation for Bids
2. Section II - Instructions for Bid submission
3. Section III - Scope of Work
4. Section IV - General Conditions of the Contract and Service Level Agreement
5. Section V - Bid Submission Format

The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the RFP Document and furnish all information as stipulated therein.

4.8 Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. ciad@nainitalbank.co.in and as per schedule indicated under **point no.2.1 of Section I – Invitation for Bids**. The queries must be submitted in the following format (in Excel file,*.xls) shall only be considered for clarification:

Sr. No	Page No./ Section No.	Clause No.	Reference/Subject	Clarification Sought
..

The Bank will only respond to queries submitted in the above excel format.

All queries on the RFP Document should be received on or before the date and time as prescribed by the Bank in Section I of this RFP Document. Bank's response (including the query but without identifying the source of inquiry) would be provided to the bidders present during the Pre-bid meeting and corrigendum (if any) would be uploaded on Bank's website

<https://www.nainitalbank.co.in/english/tender.aspx>. Bidders are responsible for duly checking the above website for any corrigendum(s)/clarification(s) and Bank's response.

Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD. is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

4.9 Amendment of RFP Document

At any time prior to the last date for receipt of bids, the Bank, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

Amendments if any will be notified in writing on bank's website www.nainitalbank.co.in under RFP Option and shall be binding on all bidders.

In order to provide prospective Bidders with reasonable time to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the last date for the receipt of Bids. Any or all corrigendum/amendments notified by the Bank shall be treated integral part of this RFP.

4.10 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Bank, shall be written in **English language**.

4.11 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

1. Envelope 1 -Pre Qualification envelope

The Pre-qualification envelope, besides the other requirements of the RFP, shall comprise of the following: (The envelope should be marked as "Pre-Qualification")

- Bid Submission Cover Letter
- Bidder's Profile as mentioned in point no. 7.1
- Application Money in form of DD/PO in original. In case the Application Money is sent through NEFT, such details are to be submitted in Format as mentioned at 7.9.
- Original EMD (as mentioned in this RFP). The original Bank Guarantee for EMD must be submitted in a sealed envelope mentioning "EMD-NTB/CIAD/AMS/2023/013" by Bid submission end date as mentioned in Section 1 – Invitation of Bids.
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.
- Power of Attorney or latest Board Resolution in case of company executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this RFP.
- All documents should be signed and stamped by the authorized person.

2. **Envelope 2 - Technical Bid envelope**

The Technical Bid, besides the other requirements of the RFP, shall comprise of the following:(The envelope should be marked as “Technical bid”)

- Technical Bid Letter
- Technical / Functional Specifications (Refer point 4.32)
- Bidder Solution
- Methodology and Project Implementation Plan
- Supporting documents as required in technical score sheet
- All documents including Power point presentation, solution document, technical compliance, bill of material in a storage-media. Technical compliance and bill of material has to be submitted in excel format.
- All documents should be signed and stamped by the authorized person.

3. **Envelope 3 - Commercial Bid envelope**

The Commercial Bid, besides the other requirements of the RFP, shall comprise of the following:(The envelope should be marked as “Commercial Bid”)

- Commercial Bid Letter
- Breakdown of Cost Components
- A standard format for submission of commercial bids has been provided with the RFP to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided in Point 7.8(Commercial Bid Format) and submission in any other format will lead to rejection of the bid
- All documents should be signed and stamped by the authorized person.

4.12 **Bid Prices**

The Bidder shall indicate in the proforma prescribed in Point no.7.8 (Commercial Bid Format), the total Bid Prices of the solution it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

In the absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the RFP Documents. **It must be clearly understood that the Scope of Work (Refer Section-III) is intended to give the Bidder an idea about the order and magnitude of the work / solution required by the Bank and is not in any way exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.**

4.13 **Firm Prices**

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actual. It is mandatory that such charges wherever applicable/payable should be indicated separately in

Section V– Bid Submission Format. However, should there be a change in the applicable taxes, the same may apply.

4.14 Bidder Qualification

The "Bidder" as used in the RFP Documents shall mean the one who has signed the RFP Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in either case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he/she signs as the Constituted attorney of the firm, or as a duly authorized representative of the company.

The authorization shall be indicated by written power-of-attorney accompanying the bid.

The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer shall be intimated to THE NAINITAL BANK LTD. in advance.

4.15 Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs.1,00,000/- (Rupees One Lac only) as a security.

The EMD is required to protect the Bank against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD must be submitted, in form of DD/PO/NEFT/BG valid for a period of 6 months from the last date of bid submission, of any Scheduled Commercial Bank favouring The Nainital Bank Ltd.

In case the EMD is sent through NEFT, such details are to be submitted in Format as mentioned at point no. 7.9

In case of bidders being an MSE registered under any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid (Please refer pt. no. 4.6 for Micro and Small Enterprises clause for details)

Unsuccessful Bidder's EMD will be returned after award of contract to the successful Bidder. **No interest will be paid by the Bank on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract, and furnishing the Bank Guarantee/security deposit. **No interest will be paid by the Bank on the EMD.**

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or

- b. in the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance; or
 - ii. to furnish Security Deposit / Bank Guarantee for contract performance.

4.16 Security Deposit

- The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.
- Validity Period of Bank Guarantee: Validity period of Bank Guarantee offered as security deposit should be minimum 60months. The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination of contract, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

4.17 Period of Validity of Bids

Validity of bid will be 180 days from the last date of submission of bid. **Any bid of a shorter period may be rejected by the Bank as non- responsive.**

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids up to 180 days more. Any clarification/request or response thereto on extension of the period of bid submission or extension of validity period of the EMD shall be done as per this RFP document. The validity of EMD may also be extended if required.

4.18 Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected.

The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to which the contract is to be issued.

4.19 Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

4.20 Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. The terms and conditions mentioned in the RFP will solely prevail.

4.21 Consortium

Consortium is not allowed.

4.22 Last Date for Receipt of Bids

Bids will be received by the Bank at the address specified under **Section I - Invitation for Bids** no later than the time and date specified in Section I -Invitation for Bids.

The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.23 Late Bids

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to **Section I - Invitation for Bids**, shall stand rejected.

4.24 Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.25 Bidder's Address for Correspondence

The Bidder shall designate the official mailing address, place to which all correspondence shall be sent by the Bank.

4.26 Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening up to the time of award of contract.

Any effort by a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

4.27 Opening of Bids by Bank

The Bank will convene a bid opening session as per time schedule intimated by the bank in this regard where one representative from the Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those agencies whose application fees, EMD and eligibility criteria is found to be in order.

4.28 Evaluation of Bids

Bank will evaluate the bids. Decision of the Bank would be final and binding upon all the Bidders.

The purpose of this clause is only to provide the Bidders an idea/overview of the evaluation process that the Bank may adopt. However, the Bank reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Bidder must possess the requisite experience, strength and capabilities in providing the solution

necessary to meet the Bank's requirements, as described in the RFP Document. Bidder must possess the technical know-how and the commercial wherewithal that would be required to success fully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract. The Bidder's bid must be complete in all respect and covering the entire scope of work as stipulated in the RFP Document.

4.29 Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the RFP requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4.30 Clarification

When deemed necessary, during the tendering process, the Bank may seek clarifications or ask the Bidders to make technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the RFP submitted or price quoted.

THE NAINITAL BANK LTD. reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

4.31 Evaluation of Eligibility Criteria

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the RFP. Any deviation from general conditions of the contract and eligibility criteria will lead to rejection of the bid.

Before opening and evaluation of the technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP Document. The bidder must also possess the technical knowhow and the commercial wherewithal that would be required to successfully implement the project and provide the support services sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

S. No	Eligibility Criteria	Supporting Documents Required	Complied (Yes/No)
1	Bidder should be Government Organization / PSU / PSE / partnership firm under Partnership Act / LLP /private or public limited company in India at least for last 5 years as on RFP issuance date.	Documentary Proof to be attached (Certificate of Incorporation). Submit copy of PAN Card, GST Registration.	

S. No	Eligibility Criteria	Supporting Documents Required	Complied (Yes/No)
2	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliated / Group Companies / member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates / Group Companies / member firms.	A self – declaration to be furnished by the Bidder on the company's letter head for the same.	
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions since last 3 FY years and till date.	Letter of confirmation (self-certified letter as per the format given in pt. 7.3 signed by authorized official of the bidder)	
4	The bidder should have ISO 27001, 9001 certification .	Copy of the relevant certificates or assessment certificate from auditing agency	
5	The Bidder should have a minimum financial turnover of INR 5 Crore and positive net worth for each year in the last three years financial year 2020-21,2021-2022 and 2022-23.	Audited Financial statement for the financial 2020-21,2021-2022 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
6	Must be profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2020-21, 2021-22 and 2022-23	Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	
7	The proposed application should be running for at least -2- years in any -1- Scheduled Commercial Bank/ PSU / Private Bank/RRB / Co-Operative Bank* in India. *The Co-Operative Bank must have the following criteria as on 31.03.2023. i) Branch Operations in at least three states in India. ii) Total Business of Rs. 25,000 crore or above in India. (Copy of proof must been closed	Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order & Project sign off document including names of clients with Phone and Fax numbers, E-Mail IDs etc.	

S. No	Eligibility Criteria	Supporting Documents Required	Complied (Yes/No)
	For both Point No i and ii)		
8	The bidder should be an OEM/Original Software Developer (OSD)	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
9	Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Scope of Work are covered in totality in the proposal submitted.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	

Note: Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Any deliberate misrepresentation will entail rejection of the proposals ab-initio.

4.32 Evaluation of Technical Bids

Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

Technical presentation will also be a part of the process for evaluation of the bids. The Bank reserves the right to reject a proposed service if it is of an opinion that the offered service does not match the technical requirements /objectives specified in Technical Bid – Bank's Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this RFP.

Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation.

Bids that are technically compliant would only be taken up for commercial evaluation.

Bidders should submit the Technical Specification compliance sheet as a part of technical bid. If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP.

Bank reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of Bank will be final and binding in this regard. Bids that are technically qualified would only be taken up for commercial evaluation.

Bidders are required to comply with all the Technical Specifications as mentioned in RFP, no deviation will be accepted. Any deviation would be summarily rejected without assigning any score. Bank reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. THE NAINITAL BANK LTD. will not respond to any query raised by bidders seeking reasons for rejection of the bid.

Technical Bids will be evaluated for the following broad parameters and a score would be given to each bidder by the Bank based on the scoring criteria mentioned below-

Sl. No.	Parameter	Maximum Score
Technical Evaluation		
A.	Proposed Supply, Installation, Implementation, Integration, Training, and Maintenance of Audit Management Solution. - Functionality & Technical Requirements Evaluation	50
B	BIDDER's/OEM's Capability & Expertise	20
C	Technical Presentation and Project Understanding	30
Total		100

Scoring Matrix:

- A. Proposed software offered for Implementation and Customization of Audit Software for Onsite and Offsite Monitoring - Functionality & Technical Requirements Evaluation.

Sl. No.	Scoring Parameter	Maximum Score
1.	Proposed Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit - Functionality & Technical Requirements Evaluation - Functionality & Technical Requirements Evaluation as detailed in point 7.11 of Detailed Scope of Work of this document. (Note: The total marks of the Techno Functional Requirements will be scaled down to 50 marks) Formula:(Total Marks Obtained/Total Marks)*50	50
	Total	50

B. BIDDER's/OEM's Capability & Expertise

Sl. No.	Scoring Parameter	Maximum Score	Documents to be submitted
1	<p>The BIDDER/OEM shall have an annual turnover of at least 5 Crores each for the last three (3) financial years (i.e., 2020-21, 2021-22 and 2022-23) should be</p> <ul style="list-style-type: none"> • Turnover between 5 Cr to 10 Cr INR – 3 Marks • Turnover between 10 Cr to 20 Cr INR – 4 Marks • Turnover above 20 Cr INR – 5 Marks 	5	<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
2	<p>BIDDER/OEM's should have at least 2 years of experience in providing Solution offered for Supply, Installation, Implementation, Integration, Training, and Maintenance of Audit Management Solution in Scheduled Commercial Bank/ PSU / Private Bank/ RRB /Co-op Bank in India.</p> <ul style="list-style-type: none"> • More than 5 years - 5 Marks • >2 and <=5 years -3 Marks • At least 2 years-2 Marks 	5	<p>Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.</p>
3	<p>BIDDER experience in implementation of proposed Audit Solution in PSU/Commercial Bank/ Govt. Organization in India to be calculated as below:</p> <p>Each Organization implementation will carry 2 Marks for Implementation in PSU Bank/ Private/ Scheduled Commercial Bank</p> <p>1 Mark for implementation in RRB /*Co-Operative Bank in India.</p> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>iii) Branch Operations in at least three states in India.</p>	10	<p>Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.</p>

	iv) Total Business of Rs. 25,000 crore or above in India. (Copy of proof must be closed for both Point No i and ii)		
		20	

C. Technical Presentation

Sl. No.	Scoring Parameter	Maximum Score
1	Demonstration/ Presentation on Proposed Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit covering below major points: <ul style="list-style-type: none"> • Clarification in understanding requirements • Detailed approach & methodology for providing the proposed Solution • Project Rollout Plan • Live Demo of Proposed Solution • Additional Functionality Coverage of entire details as per scope of work with value addition/proposition so as to ensure a complete effective and efficient audit	30
	Total	30

*The following criteria must be adhered to by all bidders, in connection with the technical Presentation during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person who actively drives the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information

All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.

- Any assumption, if taken in the response to RFP Document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable

Note:

1. Direct orders from end customers or through SI (System Integrator) shall be considered.
2. The technical score will be allotted by Bank to each bidder against each section and will be considered final.

Technical Evaluation Criteria-

ST = Each Technical Proposal will be assigned a Score Technical (ST).

The bidder with highest marks obtained (TM) in technical evaluation will be given a Score Technical (ST) of 100 points. The score technical (ST) of other proposals will be computed as follows:

$ST = 100 \times TS / TM$, where TS= marks obtained for Technical Proposal

Based on ST (Score Technical) the bid with highest ST score will be termed as T1. The rest of the bidders shall be ranked in descending order of ST Score value as T2, T3, T4 and so on.

Score will be considered up to two decimal places. Technical qualified bid will be considered once it scores minimum score technical (ST) of 60% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

4.33 Evaluation of Commercial Bids

Commercial bids submitted by only those bidders, who have qualified both pre- qualification and technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank.

Bidders will be ranked as per the ascending order of value of their Commercial Bids (As per 7.8 Commercial Bid Format) as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financials.

Each commercial Proposal will be assigned a financial score (SF). Quoted Gross value of Commercial bids will be termed as Grand Total Value (GTV). The lowest Quoted Grand Total Value (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$SF = 100 \times FM / LQ_x$ (1,2,3...), where LQ_x = Quoted Amount of Financial Proposal (GTV)

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and so on.

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the RFP process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

4.34 Final Bid Evaluation (Techno commercial bid):

The Combined Final Score contains 60%weightage for technical evaluation and 40% weightage for commercial evaluation. Therefore, combined and final evaluation will be done on the following basis: Proposals will finally be ranked according to their combined Techno commercial score(TC) based on the below mentioned formula:

$$TC = ST*0.6 + SF*0.4$$

Bidders will be ranked basis their Final Techno Commercial Score (TC) i.e., TC1, TC2, TC3...and so on, TC1 being the highest Combined Final Score.

The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any RFP of The Nainital Bank Limited. In such situation the tendering process will be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any RFP of The Nainital Bank Limited. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,

- a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing bidder, then this bidder will be declared as selected bidder and will provide services at its quoted rates.
- b) In case the GTV of next ranked techno commercial bidder is higher than the withdrawing bidder, then it should match the detailed commercial bid offered by withdrawing bidder.
- c) If next ranked techno commercial bidder also backs out, then the Bank will complete the RFP process by following the aforesaid process again for other remaining techno- commercial ranked bidders.

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting bidder, the Bank does not find any suitable bidder amongst remaining eligible bidders, then the Bank shall be at its liberty to reject or accept the bid of the next ranked techno commercial bidder.

4.35 Bank's Right to Vary Scope of Contract at the time of Award

The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 4.35) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.

4.36 Bank's Right to Accept Any Bid and to Reject Any or All Bids

The Bank reserves the right to accept any bid, and to annul the RFP/Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

4.37 Notification of Award

Prior to the expiration of the period of bid validity (180 days from last date of bid submission), the Bank will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Agreement/Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. @ 10% of the Work/Purchase Order Value for ensuring contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will return/release its EMD.

4.38 Award of Contract

There will be only one vendor. At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Proforma of Contract.

The successful Bidder shall execute the Contract and return it within 15 days of receipt of proforma of contract to the Bank along with the Bank Guarantee favouring The Nainital Bank Ltd. @ 10% of the Work/Purchase Order Value for contract performance as security deposit. The contract period will be Five year from the date of signing of Agreement, extendable for Two years.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the bidder to add new features/process/modify the existing solution to take care the service delivery for matching the project requirements as and when required.

Bidder has to agree for honouring all RFP conditions and adherence to all aspects of fair-trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

If the name of the system/service/process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to THE NAINITAL BANK LTD. and the obligations with THE NAINITAL BANK LTD. taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

The above Security Deposit will be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank. Security Deposit should be valid for the entire contract period of 60 months and renewed for

extended period, if required, and thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.

THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of - 30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.

In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder.

4.39 Placing of Purchase Orders

If required, The Nainital Bank Limited reserves the right at the time of award of Purchase Order to increase or decrease the quantity of goods/services from what was originally specified while floating the RFP without any change in unit price or any other terms & condition.

Purchase order will be placed with the vendor in hardcopy format for procurement of proposed Service.

Objection, if any, to the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of receipt of Purchase Order for modifications, otherwise it shall be assumed that the vendor has accepted the Purchase Order in totality.

If the vendor is not able to provide/supply/deploy/operationalize the ordered solution as defined under Section III (Detailed Scope of work) within the specified period, the penalty clause will be invoked.

The decision of THE NAINITAL BANK LTD shall be final and binding on all the vendors to this document. THE NAINITAL BANK LTD reserves the right to accept or reject an offer without assigning any reason whatsoever.

4.40 Bank Guarantee for Contract Performance

Within thirty days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank Guarantee, favouring The Nainital Bank Limited valid for a period of five years from the date of signing of contract in accordance with the Conditions of Agreement/Contract which may be extended for further two years.

Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the bank guarantee/security deposit. In case of exigency, if the Bank gets the work done from elsewhere at higher cost, the difference in the cost of getting the work done will be borne by the successful Bidder.

Performance Bank Guarantee will be as per following schedule:

S.No.	Item	Value
1	Instrument	One Single Deposit in the form of Bank Guarantee
2	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of five years from the date of signing of contract
3	Amount	10% of Purchase Order value

4.41 Confidentiality of the Document

The RFP Document to be submitted by bidder is confidential and the Bidder shall ensure that anything contained in RFP Document shall not be disclosed in any manner, whatsoever.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank and Associates. The bidder shall ensure that its own employees or the employees/firm(s) engaged/hired by him shall maintain full confidentiality of the entire information. Disclosure, reproduction, transmission of this RFP, any amendment to the RFP, any specifications, plan, drawing, pattern, sample data or any part of the aforementioned information to parties not directly involved in providing the services requested could result in disqualification of bidder, premature termination of the contract or legal action against the bidder for breach of trust.

No media release/public announcement or any other reference to the RFP or any programme thereunder shall be made without written consent of the Bank. Reproduction of the RFP or any other written document without written consent of the Bank by Photographic, electronic or other means is strictly prohibited. The Successful bidder will be required to sign a Confidentiality and non-disclosure agreement with Bank.

4.42 RFP Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank, the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and claim damages before the court of law, resulting from such rejection/termination as the case may be.

4.43 Rejection Criteria

Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

4.43.1 General Rejection Criteria

- Bids submitted without or improper EMD and/or Application Money.
- Bids received through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

4.43.2 Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP Documents, corrigendum/addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the material technical requirement by way of functionality, specifications and General Terms and conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in RFP

4.43.3 Commercial Rejection Criteria

- Incomplete Financial Bid
- Financial Bids that do not conform to the RFP's Financial bid format
- Total price quoted by the Bidder does not clarify regarding all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the Bank shall rectify the same at its discretion. If the Bidder does not accept the correction of the errors, its bid may be rejected.

4.43.4 Liquidated Damages (LD)

- If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @ 5% of the total Charges per week of the yearly order value, subject to a maximum of 20 % of total charges as liquidated damage for non-performance or delayed performance. This would be in addition to penalty
- Liquidated Damage is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank or Force Majeure.

5 Section III –Details of Scope of Work

The detailed Scope of Work of this RFP envisages an end-to-end comprehensive solution for Audit Management Solution, Onsite and Offsite Monitoring System, which includes procurement of perpetual license & Supply, Installation, Implementation, Integration, Maintenance and support of the Solution and other components required, along with parameterization, historical data management, verifying data quality, user acceptance testing, documentation, training, knowledge transfer and support.

The proposed solution should be scalable so as to support legacy applications, used by Bank or be capable to integrate Bank's other Projects in the future as Bank may go for up-gradation, at a later date. This would also envisage parameterization, historical data management, verifying data quality, user acceptance testing, documentation, training, knowledge transfers and support.

5.1 Audit Management Solution

A. Type of Audit

1. Risk Based Internal Audit Including IT Risk (RBIA)

B. Aspects to be covered by Solution

1. The system should be able to accommodate functionality of audit at the Branches, Regional Offices, Head Office Departments, Naini Loan Points, other offices, CIAD, Head Office (HO).
2. System should provide workflow facility for Audit Life Cycle management which includes audit planning, execution, report preparation, closure, management reporting, etc.
3. The proposed software should be able to identify and keep track of all auditable units/branches of the bank.
4. The System should be able to address the following dimensions.
 - a. Pre Audit requisite for auditor
 - b. Grouping of Products, Services, Processes
 - c. Identification & categorization of risks as High/Medium/Low.
 - d. Implementation of Audit Plan based on Risk Category.
5. The system should enable pre-configured templates relating to Business Risks, Control Risks, Other Formats. Templates will be shared with successful bidder. Also addition/deletion/modification in any of the formats will be decided by Bank. Number of templates may vary as per requirement of the Bank. Bank should be able to change in formats / templates in the system by Bank's official.
6. User Maintenance – There should be secured user administration in the application. Access and permission to each user to be confined strictly to the respective roles, as defined by the Bank.
7. System shall maintain and update the branch profile i.e. category, risk profile, etc.
8. Customization will be as per the Bank's requirement and it should conform to the latest guidelines issued by the various regulators and Bank policies and to be adapted as per need of the bank, which is dynamic in nature.
9. Risk assessment by the software should not only indicate the level of risk as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable/Risk movement and analysis.

10. The system should enable the Bank to prepare a Risk Audit Matrix which would be based on the control risk and business risk.
11. System should have: Automatic generation of risk rating / matrix and suggested audit frequency as per Bank's Policy, the Business Risk is based on quantitative data uploaded/fed into the application and Control Risk is calculated as per onsite audit process in the application.
12. Provision to downgrade/upgrade business risk/control risk status at CIAD and generation of log history for the same should be available.
13. System should have option to generate Inspection plan at HO based on the previous Inspection rating and the Bank's policy on frequency of audit (with a provision to reschedule the inspection in case of need). System should have option at CIAD to assign & schedule / reschedule / Modify schedule RBIA of a branch.
14. Inspection scheduling based on the availability of Inspectors and the Bank's audit plan. Assignment of audit to a team of Inspectors can be done through the application.
15. The system should allow any number of auditors to be tagged to each auditee for the purpose of audit. Like, audit can be handled by a single auditor or team of auditors. In case of more than one auditor, one of them will be designated as leader.
16. One Auditor can continue at more than one branch for RBIA at given point in time. Also, One Auditor can continue more than one audits (other than RBIA) at given point in time.
17. The system should be able to allot man-days as per user's requirement. Automatic calculation of man days taken for inspection against man days allotted
18. The system should store the status regarding various inspection reports such as open, closed, partial rectification, closed with open items. Bank should be able to define such parameters.
19. Automated data extraction of Audit Data from various systems available with the bank. Audit data – it can be extracted from various IT system available in the Bank such as CBS, LOS, MIS reports or other systems or manually prepared by the auditor at the site which is a part of the report. At the start of audit, the data shall be pulled from CBS, LOS or other system to AMS (Audit Management Software) in one step.
20. Automatic sampling of loan accounts to be considered under current RBIA as per Bank's policy which is updated from time to time. There should be provision for an auditor to manually add / select an account if he identifies observation / irregularity in account which is not included in above sample list or if he wants to audit few more accounts.
21. The Bank should be able to create any types of Inspection with suitable check list as per changing needs / requirements. Any changes in format or check list should be easily available in the software by the Bank's team.
22. Audit observations are in 3 types,
 - i. Observation
 - ii. Positive confirmation – certificate
 - iii. Adverse remarks – irregularities which require compliance.
23. The RBIA report will be discussed with the Auditee before finalization. There should be a provision in the system to generate the reports on irregularities to auditee during the course of Audit on daily basis to enable about the spot rectification of the observed irregularities by branches.
24. Immediately after finalization of RBIA by the Internal Inspector, it should be made available to CIAD along with summary report. Inspection report after approval of CIAD should be issued to respective Auditee / RO / CIAD as required along with summary report.
25. Audit report to be made available online to the Branch/respective offices. Auditee should be enabled to give reply online to the RO to Accept or Reject with comments and confirm completion of compliance.
26. Intimation of days' observations to authorized official/s of the branch for initiation of spot rectification by Email / SMS on generation of report by Auditor.

27. All branches / Auditees will be required to submit rectification of major / other observations / irregularities within a specified time as per policy of the Bank. The system should generate e-mail reminders to the Auditees / ROs / HO Departments.
28. The Controller shall examine the rectification report and will either accept or reject it with comments. Auditee can re-submit the rectification.
29. Display of Observations / Irregularities with Inspector's comments, branch reply, spot rectification details with date etc, for the authorized Officers at RO to decide to close any inspection observations / report or to raise follow up query against any of the point.
30. Provision for Inspection report closure as per Bank's norms. Like RO Office should have menu to issue Closure Certificate after
 - 100% compliance of all irregularities / observations OR
 - The closure is approved by PAC (Committee comprising of RO and CIAD for taking closure decisions)
31. The observations / irregularities not accepted by Regional Office will be available for recording further replies till the inspection report is closed. All Observations / irregularities which are unrectified at the closure of inspection should be carried over as Persistent Irregularities in next Audit Report.
32. Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager / Auditee Head.
33. Documents upload Facility, so that authorized user can float confidential documents like Special Reports/Investigation Reports etc., marked to specific users through the system and would be instantly and confidentially available to the specific users while they login to the system.
34. Offline (upload facility) for comment / Observation / irregularity is required for RBIA audit module.
35. Audit Software should comply with the official language policy so that audit Report/Compliance can be submitted in Hindi also.
36. Instant Generation of Risk Assessment Matrix, trend analysis report after branch inspection. This can be generated operational area-wise under Business Risk/Control Risk Classifications
37. Any report on any irregularity / risk status or branch efficiency on any operational area in respect of any of the previous Inspection of any Auditee should be instantly generated.
38. Risk assessment by the software should not only indicate the Risk rating as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable.
39. The system should be able to generate letters / e-mail for the communication of rating by RO / CIAD / Head Office to the branches. The system should store the ratings. It should be possible to store the ratings of earlier years also and generate various types of the reports based on the ratings. The Controlling offices should be able to generate reminders through letters/emails/SMS etc. in respect of branches / Offices where Inspection reports are pending. This should be for Branches coming under respective Controlling Offices.
40. Complete Inspection Cycle and Historical Data maintenance matching with Bank's Inspection process flow cycle and reporting formats is to be captured in the system. The whole process of capturing of legacy data shall be completed by the time of go-live. File upload in structured format be provided.
41. The transfer/upload of the legacy data into the solution compatible file structure shall be the responsibility of the bidder.
42. System should support alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank.
43. Reports to be generated:
 - a. Summary Report
 - b. Region-wise report on Branches under Audit for specified date range.

- c. Region-wise report on Branches with completed Audit for specified date range
- d. Region-wise report on Branches outstanding for closure for specified date range
- e. Region-wise report on Branches with irregularities Part 1, Part 2 with risk rating
- f. Zone-wise report on Branches with irregularities open / closed Part 1, Part 2 with risk-wise.
- g. List of branches overdue for inspection
- h. Trend Analysis for Risk Rating.
- i. Region-wise Branch-wise list of persistent irregularities
- j. Region-wise list of High/Medium/Low
- k. List of inspection carried out by particular Inspecting Officer in specified date range
- l. List of inspection carried out by Inspecting Officers in the CIAD in specified date range
- m. Income Leakage identified Branch-wise / Region-wise
- n. Ad-hoc reports

C. Units covered by Audit

- a. Branches, Naini Loan Points, HO Departments, Regional Offices, Other Offices of the Bank, Outsourced Activities etc.

D. Procedure for Audit Activity

- a. Type of roles for login credentials
- b. Checklist / Questionnaire during audit activity, inputs captured to be freeze
- c. Supervisor allocation of audit
- d. Allocation – Reallocation for audit
- e. Audit execution
- f. Maker – Checker concept
- g. Auditee Compliance
- h. Maker – Checker concept – approval process
- i. Auditor Remarks & observations

Audit Management process involves managing the complete audit lifecycle - from development of standard audit checklists, audit planning and scheduling, audit execution, development of audit reports and recommendations, audit compliances, review by Auditees and Management, and implementation of audit recommendations.

About Audit Management Solution:

The proposed solution and automated audit tool should take care of end to end audit process, to provide a risk-based audit report, based on control and inherent business risk. The Audit Automation Software should help Nainital Bank to manage a wide range of audit-related activities and processes in a single and comprehensive framework. This Solution should provide the flexibility to support all activities pertaining to Internal Audit. The solution should provide a single framework for all audit activities and support complete Audit Lifecycle Management.

Technical Functionalities

- 1. Dynamic Audit Checklist Creation
- 2. Facility for Risk based Audits

3. Planning and Scheduling of Audits
4. Resource Allocation / Re-Allocation
5. Maker Checker based Workflows
6. Trigger Event based Alerts
7. Account / Product based sampling
8. Facilitate recording of Audit observations for particular functional area
9. Generation of Rating Sheet
10. Workflow based submission of Audit Compliances & Closure
11. Masters for configuration of Audit Parameters Supports organization's governance and risk management policies
12. Strengthening the efficiency of the audit staff, enabling them to be focused on value-oriented functions such as analyzing and recognizing trends in the audit data
13. Standardization of the Audit Process.
14. Reduction in the time and effort involved in preparing for and conducting audits.
15. Systematic and workflow driven audit processes across the enterprise with standardized data collection to eliminate audit errors and inconsistencies
16. Provision of complete visibility into audit processes and metrics for better risk management and assured compliance.
17. Facility of closed-loop audit cycle for recording findings, developing recommendations, and implementing action plans.
18. Tracking of Pending irregularities.
19. Single and Centralized Repository.
20. Reduction in time to conduct Audit
21. Reduction in costs associated with the audit processes
22. Provision of fully configurable assessments that reveal the inherent business risk and control risk associated with each type of audit and entity.
23. Provision of flexible reporting and dashboards for enhanced visibility and faster decision making.
24. Security management of all information in a centralized, scalable and reliable system

Process Flow

1. Master Creation
2. Audit Checklist / Format Creation/Accounts & product based sampling
3. Audit Planning / Scheduling
4. User Mapping
5. Supervisor Allocation / Re-Allocation

6. Resource Allocation / Re-Allocation(Auditor)
7. Audit Execution
8. Rating Sheet, Income Leakage
9. Audit Report Release
10. Auditee Compliance Submission
11. Compliance Approval
12. Audit Closure
13. Work in Progress (WIP) Auditee and Approval
14. MIS Reports

Business Criticality

S. No.	Business Criticality	Requirement Description
1.	H	Automation of Planning
2.	H	Scheduling & resource allocation for all types of Audits
3.	H	Generation of Rating Sheet
4.	H	Dashboard view and MIS Reports
5.	H	Facilitating Audit Closure
6.	H	Tracking Module to the CIAD is utmost important as per RBI Directives.
7.	H	Read the excel sheet generated by the solution in AMS at the time of Audit execution
8.	H	As per the Risk Based Internal Audit Policy of the bank, business risk is considered for assessment of overall audit risk of the Branch/ Centre. Audit Management Solution (AMS) should be able to derive business data (Deposits & Advances) from Finacle for annual audit plan. As per the internal guidelines, audit ratings are finalized based on the business risk & control risk (i.e. overall business data of the branch) by Head CIAD. Therefore AMS is to derive business risk & control risk and make available the report at the appropriate level for final vetting of audit rating.
9.	H	Incorporation of branch compliance approval process as defined in the RBIA Policy, with regard to intervention of Head CIAD for vetting branch compliance reports, based on the size of the business of each branch. Refer Annexure-7.11
10.	H	Final Audit Closure Certificate(FACC) edit option would be enabled for auditor/audit supervisor / Regional Office Audit Team (ROAT) and system will allow Branch Head to provide compliance till the FACC issues are fully complied with. Internal Auditor/Audit Supervisor's comment on rejection of FACC/Compliance will be visible to auditee/Branch.

H – Highly Critical

Multiple Login Credentials:

S.NO	Role Name	Responsibility
1	Super User (Head CIAD)	User Authentication, Execution Format, Masters, Audit Planning, Supervisor Allocation
2	Administrator/SDO at CIAD	Masters, Execution Format, Dashboard View, MIS Reports, Upload Documents, Audit Cancellation, Audit Calendar, Branch/Area Assignment
3	Audit Controller at CIAD	Key Audit Finding, Compliance Alert, Upload Document, Send Mail, Monitoring Process, Send Mail, Compliance, Audit Closure, View Audit Workings, Resources, Approvals, Area Assignment
4	Audit Supervisor at ROs	View Audit Workings, Resources, Comments of RO on Audit Reports, Upload Document, Send Mail, RO observations/FACC/CRC/QRC
5	Branch Head	Auditee Observations, CRC,QRC
6	Internal Auditor	Audit Execution, Leave Details, Audit Working

5.2 Offsite Monitoring System (OMS)

As a part of the scope of work, the Vendor need to supply, implement, and manage the Off-Site Management Solution along with Exception Management which will help to manage the Risk through continuous monitoring of audit exceptions as an offsite monitoring exercise, on near real time basis.

Objective for Implementing Off-Site Monitoring System

The Proposed Solution should fulfil the following Objectives of Nainital Bank:

1. Better Risk Management through continuous monitoring of audit exceptions as an offsite monitoring exercise, on near real time basis
2. Provide an opportunity for timely rectification of irregularities and minimize the risk
3. Reduction of the onsite audit workload and thereby reduction in cost
4. Provision of facility for Branches to update the status against each exception
5. Fraud indicators & Trend Analysis
6. Compliance Monitoring
7. Transaction Analysis

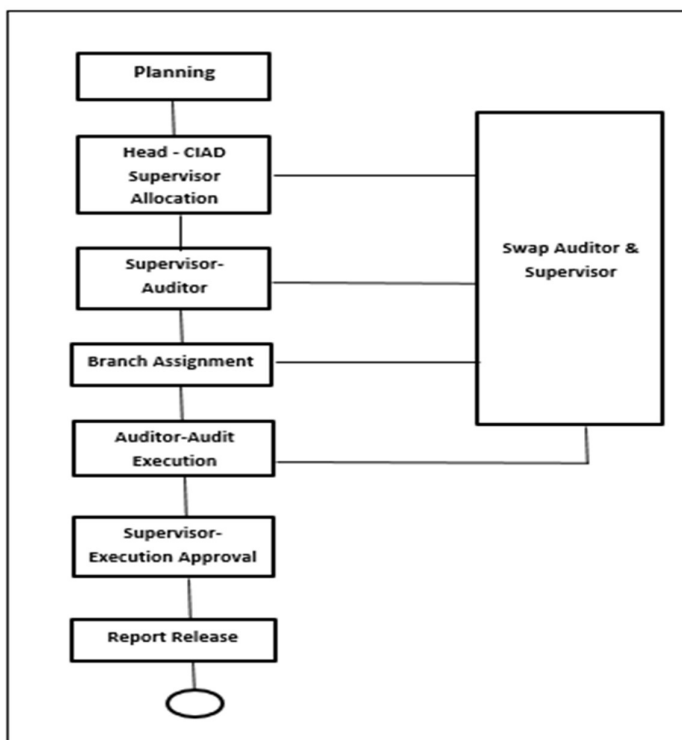
Scope for Offsite Monitoring System

1. Proposed Solution should be useful for RBIA
2. The Solution should capture relevant data from Core Banking or other systems to generate rule-based exceptions.
3. Monitoring of critical and pending issues, Audit trail generation of various MIS reports, Dash board with drill down, and analysis of the data.
4. AMS should be able to upload identified reports from CBS for audit & inspection purposes as and when required.
5. Placing reports/notes before the Top Management in respect of major findings/irregularities, status of compliance, monitor able action plan, etc.

6. Compilation of summarized notes containing detailed information on irregularities observed progress in rectification, and the risk level of regions for placing to the Top Management /Audit Sub Committee of Board and Board of Directors
7. The Solution should generate exceptions on near real time basis as per pre-defined periodicity.
8. The Solution should have the capability to provide additional Rules as per user requirement.
9. The Solution should have the Provision for Exception Management through distribution matrix.
10. The Solution should have the Capability to provide drill down to analyse the exception
11. Solution should provide chance for taking immediate corrective action to avert any possible damage.
12. There must be a facility available in the system for branches to record rectification of irregularities / status updating, based on which Controlling office can take a stand for closure of the case.
13. Alerts should be generated as per Bank's defined rules and categorised under High/Medium/Low category.
14. Solution should have the ability to generate alerts categorized as High/Medium/Low.
15. Solution should have the ability to generate alerts assigned to Branch/RO/HO as per rules
16. Evidence/comments be submitted by Branches.
17. The Solution should have the capability wherein RO/HO can accept/reject with comments for rejected alerts. Resubmission should be allowed.
18. All risk (High, Medium, Low) alerts will be closed at CIAD on the basis of RO/Branch comments.
19. CIAD can accept/reject with comments for rejected alerts. Resubmission should be allowed.
20. User management for CIAD/HO Deptt/Other Offices/RO/Branch level etc.
21. Solution should provide Statistical reports on alerts:
 - a. Age wise pendency
 - b. Category wise pendency
 - c. Closed
 - d. Branch/RO/HO level reports

Scope for Exception Management

1. The Solution should distribute the exceptions to Branch / RO / Audit Department with specific work flows, as per user requirements
2. It should have facility for the Reviewing authority to Reject / Resend the exceptions to branch where rectification is unsatisfactory
3. The solution should provide access to system to Concurrent / Internal Auditors, for information / physical verification
4. System should provide for Closure of the exception
5. Should have the facility to archive the exceptions where rectification of irregularity is completed
 - **MIS:** The Solution should provide Branch-wise, age-wise report on unattended / uncertified exceptions
 - **Dashboards:** Comprehensive dashboard with graphics to be provided for Audit Dept., Controlling Offices.



5.3 General Aspects in Scope

It shall be the sole discretion of the Bank and the vendor shall not have any rights to claim the availability of PCs. Regarding hardware provided by the Bank, any installation of software/ tool or any change in the configuration should have prior approval from the Bank.

In brief, the expectations from the bidder will be–

1. The proposed solution should maintain logs and audit trails of all the activities. The audit logs should be capable of being used for forensic evidence. Being a financial institution, Bank expects that the proposed solution should facilitate necessary security check and validation processes for ensuring fool-proof access to the systems. These security measures should be an integral part of the proposed solution.
2. The selected Bidder should provide one year of comprehensive warranty for proposed solution including associated services. The warranty of the proposed solution will start from Go-Live Date of the proposed solution. After the completion of One year of warranty, the Bidder will maintain the software for 4 years (plus extended period, if any) as a part of ATS. The comprehensive charges for 5 years including one year of Warranty period and 4 years of ATS Period would form part of TCO (Total Cost of Ownership).
3. Multiple levels of authority are mandatory so that the proposed solution can provide multiple levels of access for users, managers, administrators etc depending on their roles.

4. Any security related issues (including various audit conducted by the Bank/Third Party) reported/observed in the system is to be rectified on top priority. The Bidder is required to fix any vulnerability in the proposed solution at no additional cost during the entire tenure of the contract.
5. The successful Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on-site as well as off-site support to ensure smooth operations during and post implementation on perpetual basis.
6. The scope of the services is to be provided for the project duration initial for 5 years with an option to the Bank to exit after 90 days' notice (Services will be deemed to have been implemented from the Go-Live date i.e. from the date when bank decides to live the software for the end users).
7. Project Completion Documents should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgrade /patch management.
8. The Bidder should develop new Reports to modify/ combine existing reports as per instructions/ requirements from RBI/Bank, etc. during the whole contract period of 5 years.
9. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly basis. The Bidder/ OEM needs to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the proposed solution provided under this RFP.
10. The successful Bidder has to meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory. The Bidder has to resolve any VAPT/External/Internal/RBI Audit observations within stipulated time.
11. The successful Bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards.
12. The Bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank. The Bidder shall support during the DR drill and period will be decided by bank.
13. Bidder will provide Application interface architecture for application network.
14. Bidder will ensure secure code review post major/critical changes to the application/software
15. The Bidder shall have an escrow arrangement for the source code for ensuring continuity of services in case the vendor defaults or is unable to provide services. Cost towards Escrow arrangement should be a part of Commercial
16. Bidder will provide Source code audit certificate.
17. Bidder will ensure Audit trails should be enabled for application server.
18. Bidder will provide Data Flow Diagram for Application.
19. Bidder should provide duly signed Non-Disclosure Agreement(NDA) in original.
20. The Bidder shall provide integrity certificate stating that the solution supplied is free from bugs, vulnerabilities, malwares and any covert channels in the code.
21. Bidder should submit document mentioning methodology of Strategy to identify various functional modules, tools deployed, business operational environment, execution setup, timelines and acceptance criteria.

22. Bidder should be able to calculate the effort needed to spend on auditing each requirement, based on the requirement's level of business risk and available resources.
23. The bidder should also take care of the entire defect life cycle from initial problem detection through fixing the defect and verifying the fix. Therefore, no defect is overlooked or closed before it has been addressed.
24. Bidder shall provide graphs and reports that will help analyze application readiness at any point in the process. Provide graphs and reports using information about requirements coverage, planning progress, run schedules or defect statistics. Bank can make informed decisions on whether an application is ready to go live.
25. Bidder needs to prepare strategy document listing the resources to be deployed, execution methodology, reporting methodology, documentation deliverable.
26. The bidder is expected to use best in class industry proven safeguards that prevents the misuse of information and appropriately protect the confidentiality, integrity and availability of information systems. Follow industry standards during the whole SDLC Process.
27. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
28. The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:
 - a. Disrupt, disable, harm or impair in any way the software or other applications installed on the system or interacts with orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices).
 - b. Cause the software to damage or corrupt any of the Banks' or its clients' data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
 - c. Permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software or any other software or Banks computer systems to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as "traps", "access codes" or "trap door" devices).

The scope of work shared above is only indicative and non-exhaustive. The bank and successful bidder will prepare an exhaustive list of work to be provided as a part of this proposed solution.

5.4 Training:

Comprehensive training covering all aspects of Audit Management Solution (AMS), including all Functional and Technical aspects to be provided to Bank's all the identified staff. The tentative number of persons to be trained will be a maximum of 20 and they may be split into batches for training as per Bank's requirement. The TCO will include technical training, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The same should also be incorporated in the training manual/document. The training for the first batch should be completed before go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder. The bidder should provide the same without any extra cost.

5.5 Locations for work:

Location for work will be Haldwani. Site/ locations will be provided separately to interested/ selected bidder.

5.6 Timeline for Go-Live

Bank is expecting to Go-Live with the proposed Audit Solution, Implementation, Data Integration, Onsite & Offsite monitoring within 16 weeks from the date of issuing Letter of Intent/ purchase order to the selected vendor.

5.7 Attendance Report for Inspecting Officers

Attendance report for the Inspecting Officers posted in CIAD should be available to Inspecting Officers and CIAD.

5.8 Interface and Integration Requirements

1. The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.
2. The Bidder is required to design, develop and maintain interfaces between the proposed Solution with the applications and systems mentioned below but not limited to:
 - Core Banking System
 - LOS (Loan Originating System)
 - EWS (Early Warning System)
 - Any other System as per Bank's requirement

5.9 Disaster Recovery Mechanism

The Bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank. The Bidder shall support during the DR drill and period will be decided by bank.

5.10 Implementation Methodology

The Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire Contract period. Accordingly, the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement. The methodology should address all stages including development, customization, and hardware/software installation/configuration services. Each step should detail the input, process and output. The Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages.

5.11 Functional Gap Specification Study

1. The Bidder is to suggest a work-around and replacement of customizations with standard functionality. The Bidder is expected to assist the Bank in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate

redundant and duplicate processes, increase operational efficiency and improve customer service. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes.

2. The Bank will identify functional heads for each process, which would be responsible for the review, comments and sign-off of the Implementation and Customization of Audit Software for Onsite and Offsite Monitoring.
3. The Implementation and Customization of Audit Software for Onsite and Offsite Monitoring software will be deemed completed when signed-off from the Bank.

5.12 Customization

1. The Bidder is expected to undertake a detailed assessment of current system and procedures for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank and requirements as per scope of this RFP being implemented and get the same reviewed and approved by the Bank.
2. The Bidder needs to provide all existing management, statutory and regulatory reports as required by the regulatory authorities/institutions. The Bank will not pay any additional customization costs either for gaps observed and/or gaps observed for existing management, statutory or regulatory reports as required by the Bank.
3. The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.
4. Over and above the Bank's existing reports, the Bidder must make provision for configuration/customization/development and delivery of additional reports/MIS from the Solution. Bank at its discretion may avail the development of any additional reports/MIS. The Bidder has to provide a onetime cost for development of reports (for evaluation purpose development of 20 reports) from the Solution. The Bank will pay the proportionate amount on a pro-rata basis to the Bidder based on the number of reports delivered; post the satisfactory acceptance of the reports by the Bank.

5.13 Gap Identification and Resolution

1. The Bidder will provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.
2. The Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
3. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.
4. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.

5. The Bidder shall provide all statutory, regulatory and ad hoc reports as required by the Bank in the desired format during the initial phase of customization process
6. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the Contract period.
7. The Bidder will give adequate time to the Bank for reviewing the gap report.
8. The Bidder will incorporate all the suggestions made by the Bank to the gap report.
9. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.
10. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

5.14 UAT

For the implementation phase, all the testing, regression testing should be completed as per respective phased implementation. It will be the Bidder's responsibility to create the testing environment for the Bank's employees to do the testing and the Bidder will be required to assist the Bank in the entire testing phase.

5.15 Hardware Sizing

The Hardware specification list for the Production, UAT, DR environment, and any other devices related to proposed solution needs to be provided by the Bidder.

The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items including security devices, software items (Required OS & DB with version etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year (extendable further for 2 years at Bank's discretion). The Bank reserves the right to procure the same from the Bidder or from open market.

During the technical evaluation of the Bid, it is presumed that the bidder will propose the optimum Hardware and Software requirements to cater the scope of work. The cost of hardware will be a determining factor in the evaluation process and will be evaluated as part of the selection criteria.

The necessary details regarding hardware and supporting software specifications (including the licenses required or free wares if any) to be submitted at the time of bid submission. The hardware/related software suggested by Bidder should be in accordance with the regulator specifications or the specification defined by other statutory authorities.

Bidder should specify the configurations including the core, memory and the storage required along with any other specific configurations for VM/Physical Server. The Bidder shall specify the suitable hardware and supporting software which shall deliver the best throughput and performance considering the present volumes and sizing. However, the shortlisted Bidder will assist Bank in below tasks related to hardware:

- Installation of the proposed solution on the hardware infra as recommended by the Bidder.

- Any enhancements/upgrades to the existing hardware and the software to ensure that the application functions as required.
- Support to Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required.
- Support to Bank's team to ensure maintenance activities that are carried out as and when required.

Network Requirements

Bidders should provide the details of the network requirements for the proposed solution. The solution must support Disaster Recovery plans as follows:

1. Allow fail over to a DR Site
2. Provide architecture and design for Disaster Recovery.
3. Disaster Recovery design to support that "No transactions are lost".

5.16 Audit:

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, dates and time stamp.

The system should be enabled to generate a detailed audit trail on a daily basis for the following minimum features:

- A. Attempted unauthorized logins
- B. Time of login and logout
- C. Change of passwords
- D. Change of parameters
- E. The audit trail should be at a granular level, and track the user across each activity
- F. All transactions should be time stamped with user ID along with details of modification, if any
- G. Details of databases accessed and modified by the users should be made available through the system
- H. The system should be enabled to store and track all system events, including corrections and cancellations by multiple criteria
- I. The system should maintain an error log in case of missing and/or erroneous data The bidder should also help to integrate proposed solutions with SIEM

5.17 Procedures in place to periodically test the backed-up data

The proposed solution should have necessary capacity, systems and procedures in place to periodically test the backed-up data, application pertaining to products to ensure recovery without loss of data or audit-trails. The proposed solution should have Data storage, security and privacy protection as per extant laws/ instructions.

5.18 Installation on existing or new setup

The successful Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on-site, as well as off-site support to ensure smooth operations during and post implementation on perpetual basis.

5.19 Upgrade the proposed solution

The selected Bidder should upgrade the proposed solution if the same goes out of support or there is a need for up gradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank.

5.20 No unwarranted, illegal, and fraudulent misuse of data

The Bidder to ensure no unwarranted, illegal, and fraudulent misuse of data, shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.

5.21 Support for the present and future proposed interfaces

The scope of the Services, Maintenance and support is to be provided for the entire contract period as stipulated for the project along with maintenance and support of the present and future proposed interfaces to The Nainital Bank Ltd.

5.22 Support applicable as and when released by the OEMs

The selected Bidder has to provide support and applicable patches as and when released by the OEMs connected with the proposed solution during warranty and thereafter during AMC period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the Bidder within one-week time after reporting without any additional cost. All patch updates and patch management of proposed solution modules has to be deployed by the selected Bidder after obtaining approval from The Nainital Bank Ltd.

5.23 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level agreement (SLA). The support includes, inter alia, maintenance, patch management, upgrades and troubleshooting, audit closures etc.

5.24 Facility Management

The Bidder has to provide onsite one (1) resources for facility management services at Haldwani, Uttarakhand for the period commencing from date of execution of Purchase order by both parties till six months from the date of Go-Live (preparation / foundation period) for integration, implementation, support, sustenance phases etc. The Bank presumes the cost of onsite resource will be provided under point no. 7.8 Commercial Bid Format.

In case the above resources need to be replaced, the Bidder will use all reasonable endeavors to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder shall be solely responsible for acts and omissions of the said resource. In event of any loss, of whatsoever nature, is caused to the Bank due to acts and omission of the said resource, the bidder shall compensate the Bank to the extent of such loss.

Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service which forms a part of facilities management that is not explicitly mentioned in this RFP as exclusion would form part of this RFP and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

Section IV – General Conditions of Contract and Service Levels Agreement

- **Quality:** Material/solution not conforming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material/solution must be as per the detailed specifications listed out in RFP document and shall be as per standard engineering practice, relevant IS/ Imitational code of practice, and shall be as per the Specifications as mentioned in RFP Document.
- **Statutory Laws:** Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labor etc., which are in force and from time to time enforced by the Government of India, also registration, labor laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.
- **Confidential Information:** All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.
- **Extra Deviated Items:** Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.
- **Force Majeure:** Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.
- **Arbitration:** The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30-days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized Person.

If within -30- days from the commencement of such negotiations between the Senior Authorized Person designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in Nainital, Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The right to appoint arbitrator shall lie with the bank only. Cost of arbitration shall be borne equally by both parties.

- **Jurisdiction:** The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.
- **Safety:** All the safety codes and the preventive measure for this type of work shall be strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank in any case. No Claims in this regard shall be paid by Bank.
- **Integrity:** The prospective Vendors / Bidders/Contractors and the Bank, commit that the persons / officials of both the parties shall not resort to any corrupt practices during or after the tendering process and contract execution.

6.1 Term and Extension of the Contract

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of five (5) years. The contract is extendable further for two (2) years solely at the option of Bank.

The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term here of, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Bank's discretion.

During extended period of two years if deemed appropriate the term and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 5th Year.

Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this RFP. In such scenario, the terms and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 5th Year.

Warranty

- a) The warranty of 12 Months shall start from the date of UAT Sign-Off. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.
- b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation*

(*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).

- c) Bidder should setup one centralized L2 Support at Bank Site till the completion of warranty period as mentioned above. The Bank has a right to interview and reject resources deployed by the Bidder.

6.2 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd. In any circumstances no other additional cost shall be payable by the Bank on account of any software / tools used by the Service Provider for rendering the services as required in the Tender. The bidder should make his own arrangement for providing such software / tools used at his own cost. The responsibility to ensure that only legal, authorized, licensed versions of software / tools provided by the bidder and used by its employees are used for extending the required services, lies solely with the bidder.

The Bank in no way be a part of any litigation arising out of using unauthorized software / tool used by the bidder/service provider.

6.3 Payment Terms and Schedule

The payment schedule for various items as quoted in Section V: Financial Bid Format will be as below:

The payment would be disbursed on completion of each milestone as mentioned in table below. The milestone-based pay-out percentages are defined in the table below:

i. **OneTimeApplicationSoftware/licensecostandthird-partyapplicationcost(ifany)**

- 50% on delivery of application software/license to Bank
- 20% on first installation of proposed solution on Bank's infrastructure
- 30% on successful GO-LIVE of the proposed solution

ii. **Implementation, Integration & Customization cost**

- 25% on contract signing and submission of Security Deposit
- 25% on first installation of proposed solution on Bank's infrastructure
- 10% on successful UAT
- 15% on successful integration of proposed solution with Finacle 10.x
- 25% on successful GO-LIVE of the proposed solution

iii. **Annual AMC/ATS Charges** shall be payable half yearly in advance on successful GO-LIVE of the solution.

iv. For any other cost as submitted by the bidder, the payment terms will be decided at the time of signing of agreement.

The Vendor's request(s) for payment shall be made to "The Nainital Bank Ltd." in writing accompanied by Invoice and Service Level Requirements compliance reports for which payment is being claimed.

All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task. Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the particulars mentioned in the commercial bid format.

All Payments shall be made in Indian Rupees Only and shall be released by the Bank against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

Note:

- All payments will be made through electronic mode only.
- Payments should be subject to deductions of any amount for which the Bidder is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.
- No advance payment will be made.

6.4 Service Level Agreement & Targets

The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLA will be prepared jointly by the Bank & the selected vendor and will be based on

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The solution offered by the vendor in response to the bid.
- The SLA will be binding on the vendor for the entire period of term of contract.
- The Penalty clause shall be defined in SLA.

7 Section V – Bid Submission Format

7.1 Bidder Profile

Sr	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc.	
4.	Details of Incorporation of the Company/Firm	
5.	Details of Commencement of Business	
6.	GST registration no.	
7.	a. Permanent Account Number (PAN) b. TAN	
8.	Name & Designation of the authorized contact person to whom all references & correspondence shall be made regarding this RFP	
9.	Telephone No. (with STD Code) a) Landline b) Mobile	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	
13.	Financial Details (as per audited Balance Sheets) (in Cr)	
14.	Year	2020-2021
15.	Net Worth	2021-2022
16.	Turn Over (Total)	2022-23
17.	Turn Over (from Indian Operations)	
18.	Profit After Tax (PAT)	

19.	Net Profit			
Past Experience in Delivery of Projects				
21	Application should be implemented in Banks	Self-Undertaking from Bidder		
22	Expertise of Developers	Self-Undertaking from Bidder		
23	Details about the tools and Software	Submit relevant documents		
24	Account Details	<p>The Bidder need to submit the details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT.</p> <p>The following details are to be submitted along with cancel cheque:</p> <p>Account Name –</p> <p>Account Number –</p> <p>IFSC Code –</p> <p>Bank Name –</p> <p>Branch Name -</p>		

7.2 Manufacturer Authorization Format

Manufacturer's Authorization Form

(This letter should be on the letterhead of the OEM/ OSD duly signed by an authorized signatory)

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013dated.....,Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

We, (Name of the OEM) having our registered office at, are an established and reputable manufacturers / developers of for above mentioned Request for Proposal.

We confirm that we are participating in the RFP as a bidder.

Our full support is extended to Bank in all aspects of supply, on-site warranty, maintenance and subscription of We assure to provide the service support for the supplied for the 5-year contract period (further extendable for 2 years) from date of issuance of supply / installation as per RFP terms. We also assure that our on-site service support would be available to Bank on 24x7 basis. We assure that the quoted items (.....) would NOT be declared End of Life during the 5 year contract period (further extendable for 2 years). In case such a condition arises, we assure to replace such items with items of equivalent or better specifications without any financial implication to Bank.

Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder's Corporate Name:
Address:
Email and Phone:

7.3 Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTING

(To be provided on letter head of the Bidder's Company)

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Dear Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013 dated....., Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

We M/s _____, a company incorporated under the Companies Act, 1956/2013 with its headquarters at _____, do hereby confirm that we have not been blacklisted/ debarred by the Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Private Banks or Financial Institutions in India during last 3 years.

This declaration is being submitted and limited to, in response to the RFP reference mentioned in this document

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

7.4 Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ OSD duly signed by an authorized signatory on Information security as per regulatory requirement)

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013 dated.....,Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

We hereby undertake that the proposed Audit software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this.....by2023

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name:
Address:
Email and Phone:

7.5 Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)

To be provided on letter head of the Bidder's Company

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013 dated.....,Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents. Dated this _____ day of _____ 2023.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone:

7.6 Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To be provided on letter head of the Bidder's Company

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013 dated.....,Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order. If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP documents.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone:

7.7 Undertaking for No Deviation

To be provided on letter head of the Bidder's Company

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013 dated....., Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No NTB/CIAD/AMS/2023/013 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone:

7.8 Commercial Bid Format

(To be provided on letter head of the Bidder's Company)

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Sir,

Re: - Ref. No.-NTB/CIAD/AMS/2023/013 dated....., Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit .

The cost of Supply, Installation, Customization, Implementation, Integration, Training, Support and Maintenance of Audit Management Solution for Risk Based Internal Audit is mentioned hereunder:

S.No.	Particulars	Total Amount
1	One time Application Software/license cost–Perpetual	
2	Implementation Cost & Integration Cost (One Time Cost)	
3	Other Cost (If Any, please specify)	
4	Annual AMC /ATS Charges on per annum basis	
	GRAND TOTAL OF PROPOSEDSOLUTION in INR (Excluding GST/Other taxes)	

The cost of Resource is to be indicated in table below, for Bank's Reference. However, the said cost will not be considered while commercial evaluation:

Sr. No.	Personnel Designation	Cost Per Month	
		Onsite	Offsite
1	L1		
2	L2		
3	L3		
4	Any Other		

Terms & Conditions:

- The price indicated above shall be inclusive of all charges and no separate charges shall be paid by the bank.
- The Commercial Offer should be given in the above format only.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.
- The rate should be valid for term of contract
- Payment shall be done as per schedule mentioned under point 6.3 of this RFP document.

- TDS as applicable shall be deducted at source.
- Fooding /lodging expenses of resources at work location shall be borne by the vendor and travel cost of resources shall also be borne by the vendor.
- The rate should be valid or 5 years from the date of go-live of project.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

7.9 NEFT Details

(To be provided on letter head of the Bidder's Company)

To,
The Chief Operating Officer,
The Nainital Bank Limited,
Head Office, Mallital,
Nainital-263001 (Uttarakhand)

Madam/Sir,

Re: RFP Reference No: NTB/CIAD/AMS/2023/013

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No NTB/CIAD/AMS/2023/013 hereinafter referred to as "RFP") issued by Bank, we herewith submit the NEFT details for sending Application Money / EMD pertaining to this RFP. (Submit Separate details of each NEFT)

1. Account Number of Sender - Please mention the account name from which NEFT is sent pertaining to Application Money / EMD.
2. Date – Date of sending NEFT.
3. Bank Name – Name of Bank from which NEFT sent.
4. Transaction Number - Transaction / UTR number generated after sending the NEFT
5. Amount (In Rs.) – Amount of NEFT sent.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

7.10 Details of Hardware & Operating System Requirement

(To be provided on letter head of the Bidder's Company)

Madam/Sir,

Re: RFP Reference No: NTB/CIAD/AMS/2023/013

The Bidder must specify complete details of Hardware and other systems required for successful implementation of the offered solution for Data center (DC)/Disaster Recovery (DR) and User Access availability Test (UAT), in the following format:

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S.No	Item	Item Description	Requirement*	Quantity
1.	Hardware			
2.	Operating System			
3.	Database			
4.	Storage and Backup Solution			
5.	Reporting Application (If Any)			
6.	Other Item (If Any)			

Note:

*Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System, number of users, license type, version etc.

7.11 ANNEXURE: Compliance to Functional Specifications

The valuation of Technical specifications would be made as per the method described hereunder: -

Response/Scale	Description	Marks
R	Standardized, this scale indicates that this feature is as Standard feature of the solution.	1
C	Customization required. Vendor will provide the customization with in the stipulated date of the phased roll out	0.50
N	Unavailable. Functionality is not available and will not be provided by the Bidder.	0

S.N.	Feature/Functionality	Response(R/C/N)	Category	Bidder's Remark
A	The solution should have provision for			
1	Uploading the Bank's updated guidelines/circulars/manuals/formats/checklists from where the user can refer for easy and ready reference / Facility to mark them to various types of audits.		Mandatory	
2	Introduction of various checklists/ generation of reports to scrutinize, analyse, make observation and report to top management. Periodic updating of various checklist as per requirement with respect to risk perception, introduction of new products & inputs from field and HO verticals.		Mandatory	
3	Monitoring of critical and pending issues, generation of various MIS reports and analysis thereof.		Mandatory	
4	Risk Module (Matrix) periodic updating based on risk perception & periodicity.		Mandatory	
5	The system should be configurable and parameter based to accommodate future requirement of incorporating any other type of Audit requirements. E.g. Admin should be able to add/modify/delete the inspection checklist parameters Or any other parameters required to be changed as per part of audit SOPs of the Bank		Mandatory	
6	The system should be able to list and display audit observations for all the audit modules for particular customer account		Mandatory	
7	An audit or should be able to give comment for an account in all types of Audits		Mandatory	
8	An audit or should be able to audit more than one branch simultaneously		Mandatory	
9	More than one Auditor (i.e. multiple auditors) can be allotted/ assigned to a single branch, In case of more than one auditor, one of them will be designated as leader.		Mandatory	

1	RBIA (Risk Based Internal Audit)			
1.1	The system shall be able to accommodate functionality of audit at the Branches, Regional Offices, Head Office Departments, other offices, CIAD, Head Office(HO).			
1.2	System should provide work flow facility for Audit Life Cycle management which includes audit planning, execution, report preparation, closure, management reporting etc.			
1.3	The proposed software should be able to identify and keep track of all auditable units/branches of the bank.			
1.4	The System should be able to address the following dimensions. a. Pre Audit requisite for auditor b. Grouping of Products, Services, Processes c. Identification & categorization of risks as High / Medium / Low. d. Implementation of Audit Plan based on Risk Category.			
1.5	The system should enable pre-configured templates relating to Business Risks, Control Risks, Other Formats. Templates will be shared with successful bidder. Also Addition / deletion /modification in any of the formats will be decided by Bank. Number of templates may vary as per requirement of the Bank. Bank should be able to change in formats / templates in the system by Bank's official.			
1.6	User Maintenance—There should be secured User administration in the application. Access and permission to each user to be confined strictly to the respective roles, as defined by the bank.			
1.7	System shall maintain and update the branch profile i.e. category, risk profile etc.			
1.8	Risk assessment by the software should not only indicate the level of risk as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable/ Risk movement and analysis.			
1.9	The system should enable the Bank to prepare a Risk Audit Matrix which would be based on the control risk and business risk.			
1.10	System should have: Automatic generation of risk rating/ matrix and suggested audit frequency as per Bank's Policy, The Business Risk is based on quantitative data uploaded/ fed in to the application and Control Risk is calculated as per on site audit process in the application.			
1.11	System should have option to generate Inspection plan at HO based on the previous Inspection rating and the Bank's policy on frequency of audit(with a provision to reschedule the inspection in case of need).System should have option at CIAD to assign & schedule / reschedule / Modify schedule RBIA of			

	a branch.			
1.12	The system should store the status regarding various inspection reports such as open, closed, partial rectification, closed with open items. Bank should be able to define such parameters.			
1.13	Automated data extraction of Audit Data from various systems available with the bank. Audit data can be extracted from various IT system available in the Bank such as CBS, LOS, MIS reports or other systems or manually prepared by the auditor at the site which is a part of the report. At the start of audit, the data shall be pulled from CBS, LOS or other system to Audit Software in one step.			
1.14	The Bank should be able to create any types of Inspection with suitable check list as per changing needs / requirements. Any changes in format or check list should be easily available in the software to the Bank's team.			
1.15	Immediately after finalization of RBIA by the Internal Inspector, it should be made available to CIAD along with summary report. Inspection report after approval of CIAD should be issued to respective Auditee /RO /CIAD /HO as required along with summary report.			
1.16	Audit report to be made available online to the Branch/ respective offices. Auditee should be enabled to give reply online to the RO to Accept or Reject with comments and confirm completion of compliance and RO should be enabled to submit RBIA with their comments to CIAD for presentation before PAC & vice-versa.			
1.17	All branches / Auditees will be required to submit rectification of major/ other observations/ irregularities within a specified time (as per policy of the Bank). The system should generate e-mail reminders to the Auditees/ ROs/ HO Departments.			
1.18	The Controller shall examine the rectification report and will either accept or reject it with comments. Auditee can re-submit the rectification.			
1.19	Provision for Inspection report closure as per Bank's norms. Like RO Office should have menu to issue Closure Certificate after 100%compliance of all irregularities / observations OR the closure is approved by PAC(Pre Audit Committee comprising of RO and CIAD for taking closure decisions)			
1.20	Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager/Auditee Head.			
1.21	Offline (upload facility) for comment / Observation /irregularity is required for RBIA audit module.			
1.22	Instant Generation of Risk Assessment Matrix, trend			

	analysis report after branch inspection. This can be generated operational area-wise under Business Risk/Control Risk Classifications			
1.23	The system should be able to generate letters /e-mail for the communication of rating by RO/ CIAD to the branches. The system should store the ratings. It should be possible to store the ratings of earlier years also and generate various types of the reports based on the ratings. The Controlling offices should be able to generate reminders through letters/ emails/ SMS etc in respect of branches /Offices where Inspection reports are pending. This should be for Branches coming under respective Controlling Offices.			
1.24	Complete Inspection Cycle and Historical Data maintenance matching with Bank's Inspection process flow cycle and reporting formats is to be captured in the system. The whole process of capturing of legacy data shall be completed by the time of go-live. File upload in structured format be provided.			
1.25	System should support alert and escalation mechanism by way of SMS and Email for various use events/milestones as required/defined by the bank.			
1.26	<p>Reports to be generated</p> <p>Summary Report</p> <p>b. Region-wise report on Branches under Audit for specified date range.</p> <p>c. Region-wise report on Branches with completed Audit for specified date range</p> <p>d. Region-wise report on Branches outstanding for closure for specified date range</p> <p>e. Region-wise report on Branches with irregularities Part 1, Part 2 with risk rating</p> <p>f. Region-wise report on Branches with irregularities open/ closed Part-1, Part-2 with risk-wise.</p> <p>List of branches overdue for inspection</p> <p>Trend Analysis for Risk Rating.</p> <p>i. Region-wise Branch-wise list of persisting irregularities</p> <p>Region-wise list of High/Medium/Low</p> <p>k. List of inspection carried out by particular Inspecting Officer in specified date range</p>			

	l. List of inspection carried out by Inspecting Officers in the CIAD in specified date range			
	m. Income Leakage identified Branch-wise /Region-wise Ad-hoc reports			
1.27	At Branch/Regional Office: Annual Plan will be made at CIAD and approved by competent authority. Branches to be allotted to auditor as per the quarterly plan.			
1.28	Audit: There is a defined checklist for branch audit which should be pre-loaded in application. The same will be filled by the auditor.			
1.29	Audit Report to be released after approval from CIAD Head.			
1.30	Compliance: a) For Branches: Auditee (Maker) need to submit compliance remarks against each observation with evidence (Attachment-pdf/doc/xls). Facility to upload the attachment.			
1.31	RO Officer (Checker) to check compliance remarks submitted by branch/office.			
1.32	For Regional Offices: Officer (Maker) need to submit the compliance remarks against each observation with evidence (Attachment-pdf/doc/xls). Facility to upload the evidences.			
1.33	Deputy Regional Manager (DRM) (Checker) to check compliance remarks submitted by RO officer.			
1.34	After checking by DRM/RO officer, the same to be available to Audit team at CIAD for PAC Comments and recommending for closure			
1.35	If for any observation, the compliance Remark/evidence is not sufficient, the same can be returned to auditee with RO & PAC remarks & auditee can resubmit the compliance.			
1.36	Head CIAD to review the compliance and approve closure of the audit report. CIAD to mark closure remarks in the system & generate closure certificate.			
1.37	Audit system should have the capability to alert for re-audit based on the criticality & CIAD can modify and approve.			
1.38	There is a baseline checklist for audit which should be pre-loaded in application. The same will be filled by the auditor.			
1.39	Exit meeting to be conducted at the end of audit & report to be captured.			
1.40	Auditee need to submit compliance remarks against each observation with evidence (Attachment-pdf/doc/xls). Facility to upload the attachment.			
1.41	CIAD Head to approve compliance remarks submitted by Auditee/User Department.			
1.42	If for any observation, the compliance remark/evidence is not sufficient, the same can be			

	returned to auditee with RO/PAC remarks & auditee can resubmit the compliance.			
1.43	PAC to review the compliance and approve closure of the audit report.			
1.44	CIAD to mark closure remarks in the system & generate closure certificate.			
2	Special Reports: The System should be able/ allowed to perform following functionalities:			
2.1	Option for uploading supporting documents in PDF/Word/Excel etc., format available account wise/case wise			
2.2	Provision for uploading Lapses sheet, Officer wise with provision for attachments			
2.3	Amendments/Save option to maker, before final submission. After final submission of report, amendments are allowed with the approval of AVP/VP, Inspection Department, HO			
2.4	Reports to be generated The viewing authorities should be able to download the reports in PDF/Word/Excel etc., format along with the supporting documents. Data on pendency of report should be generated.			
2.5	An option to generate the account-wise irregularities in excel format should be provided. An option to Officers/ Manager/ Sr Manager/ AVP/ VP/Inspection Department, Head Office to update the status of Report as Case is under Study/Further investigation is underway/ Say called/ Staff Accountability Examination conducted/ File forwarded to Vigilance Department etc.			
3	Offsite Monitoring System(OMS):The System should be able/allowed to perform following functionalities:			
3.1	Alerts be generated as per Bank defined rules for OMU.			
3.2	Alerts be categorized High/Medium/Low.			
3.3	Alerts be assigned to Branch/RO/CIAD as per rules.			
3.4	Evidence/comments be submitted by Branches.			
3.5	RO to close alerts of Medium and Low category.			
3.6	RO can accept/reject branch comments. If rejected Branch can resubmit.			
3.7	High risk alerts will be closed at CIAD on the basis of RO/Branch comments.			
3.8	CIAD can accept/reject with comments for rejected alerts. Resubmission be allowed.			
3.9	User management for HO Deptt/ CIAD/ RO/ NLP/ Branch/ Other Office level.			
3.10	Statistical reports on alerts: a. age wise pendency b. category wise pendency c. closed d. HO Deptt/ CIAD/ RO/ NLP/ Branch/ Other Office level reports.			

4	Attendance Report for Inspecting Officers: The System should be able/allowed to perform following functionalities:			
4.1	Attendance report for Inspecting Officers posted in CIAD. It shall be available to inspecting officers and CIAD			

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