



**The Andhra Pradesh
State Cooperative Bank Ltd.**
(A State Partnered Scheduled Bank)



Ref: APCOB/Migration Audit/2023-24

NOTIFICATION

**Sealed quotations are invited for Quotations from Audit firms to
conduct ATM Switch CARD DATA Migration Audit for the AP State
Cooperative Bank**

It is to inform that APCOB is currently seeking proposals from reputable invite proposals from Bidders (Reputed Professional Audit Agency) for conducting Migration Audit of ATM SWITCH CARD DATA. for the AP State Cooperative Bank,. In this connection, we request you to furnish the quotations for conducting IS Audit for FY 2023-24.

Interested firms are requested to submit a detailed quotation and the details for submission are mentioned below:

Bank's Address for Communication and Submission of Bid	The General Manager (IAD), AP State Co-op Bank Ltd., Governorpet Vijayawada - Andhra Pradesh - India
Bank Contact Details	The General Manager (IAD) iad@apcob.org 0866 2429052/34
Date of Issue	26-02-2024
Last Date for Submission of Pre-Bid Queries	11-03-2024 till 05:00 p.m.
Last Date of Submission of Bids	26-03-2024 till 05:00 P.m.
Date and time of Opening of Eligibility Bid	27-03-2024 till 11:00 a.m.
Date and time of Opening of Technical Bid	Will be informed to the eligible bidders
Date and time of opening of Part B-Commercial Bid	Will be informed to the eligible bidders
Earnest Money Deposit (will not carry any interest which is Refundable)	Rs. 20,000/-
Website for RFP	https://www.apcob.org/

*Please note that the Bank reserves the right to negotiate, and the decision of the Bank will be final in the matter.

Thank you for considering our request. We look forward to receiving your proposal and potentially establishing a valuable partnership.

Dy. General Manager (IAD)

Copy Submitted to: GM (IAD)

Scope of ATM card migration audit - Migration from Sarvatra switch to Olive switch:

1. Matching ATM cards data extracted from Sarvatra Switch with that of Sarvatra reports data as on date of migration. Tabulating the missing data-if any and extra records-if any and data accuracy.
2. Matching records extracted from Sarvatra switch with that of converted ATM cards data (in the format prescribed by Cedge) shared with cedge for migration.
3. Matching ATM cards data shared with cedge with that of Migrated ATM cards log shared by cedge on migration of data to Olive switch.
4. List of successfully migrated accounts should be prepared and submitted to bank.
5. List of failed records data should be prepared and submitted to bank with reason/observation for failure.
6. Tabulation of data in the following format.

S.No	Sarvatra Full Card Data	Data Sent to Cedge	Card Migration Log	Matched Yes/No	Remarks	Migrated to Olive switch Yes/No	Reason for non-migration
1	S NO	S No					
2		Customer Number (Arrived from ONRF file)					
3		Branch (Arrived from Sarvatra file)					
4		Product Code (Arrived from Acc no)					
5		Name of Customer (Arrived from ONRF file)					
6		City (ONRF file)					
7		Country (Default)					
8	CARD_NO	CARD_NO					
9	Card Type	Card Type					
10	Brcode	Brcode					
11	BrAccNo-SB	BrAccNo-SB					
12	BrAccNo-CA	BrAccNo-CA					
13	BrAccNo-CC	BrAccNo-CC					
14	EmbossedName	EmbossedName					
15	Mobile No	Mobile No					
16	Address1	Address1					

17	Address2	Address2					
18	Address3	Address3					
19	PinCd	PinCd					
20	EMAIL_ID	EMAIL_ID					
21	PIN_OFFSET	PIN_OFFSET					
22	Card status	Card status					
23	ATM Card Limit	ATM Card Limit					
24	POS Limit	POS Limit					
25	Issue Date	Issue Date					
26	Expiry Date	Expiry Date					

**THE ANDHRA PRADESH
STATE CO-OPERATIVE BANK LIMITED**



**REQUEST FOR PROPOSAL
For Conducting ATM SWITCH CARD DATA
Migration Audit**

PART 1: INVITATION TO BID

AP State Cooperative Bank (herein after called the "Bank") proposes to engage a professional Audit Agency for conducting Migration Audit of ATM SWITCH CARD DATA.

This Request for Proposal (RFP) is to invite proposals from Bidders (Reputed Professional Audit Agency) for conducting **Migration Audit of ATM SWITCH CARD DATA**.

The bid should be submitted to the office of "The General Manager, Inspection and Audit Department, Head Office: #27-29-28, NTR SAHAKARA BHAVAN, Governorpet, VIJAYAWADA 520002".

- Please note that all the information desired needs to be provided. Incomplete proposal will be disqualified.
- A non-refundable bid amount/Bid processing fee of Rs.5,000/- to be paid by means of a demand draft/pay-order favouring "The A.P. State Co-operative Bank Ltd." payable at Vijayawada.
- Bid Security Amount of Rs.20,000.00 also needs to be submitted (separate DD) which will be returned to all the unsuccessful bidders after evaluation. However same will be returned back to the successful bidder upon completion of audit and submission of Report.
- Bank reserves the right to change the dates mentioned in the RFP, the changes shall be communicated separately. Bank reserves right to cancel the bid at any point of time/stage without giving any reasons.

PART 2: DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of AP State Cooperative Bank (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

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3.2	Broad Scope	3.17	Deadline for submission of Bids
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3.15	Period of Validity of Bids	3.30	Signing of Contract

PART - 3: INSTRUCTIONS FOR BIDDERS (IFB)

A. INTRODUCTION

3.1 General/ Background

3.1.1 The Bank invites bids from renowned Audit Agency specialised in Technology Related Audits for assisting bank in making realistic assessment of the Bank's position and advising measures for strengthening its performance and health in specified fields.

3.1.2 The Bank has 18 branches with on-site ATMs spread over AP as on Mar-2023. All the branches are under CBS. These branches are controlled through Head Offices and also have 02 Off-site ATMs (Mobile ATMs).

3.1.3 The Bank manages around Rs.34910.85 crore business mix as on Mar' 2023.

3.1.4 Bank is continuously strengthening its IT infrastructure and has introduced many alternate delivery channel products.

3.1.5 **BUSINESS REQUIREMENT** - The Bank intends to appoint a third-party auditor for providing Data Migration Assurance to ensure completeness, accuracy, consistency, integrity, stability & smooth transition of **ATM SWITCH CARD DATA** from the source system to the target system Olive.

3.1.6 The objectives of Migration Audit - The bidder is expected to propose the migration audit strategy covering all critical aspects that is suitable to the bank considering various areas of audit requirements.

3.2. Broad Scope of Work

Scope of ATM card migration audit - Migration from Sarvatra switch to Olive switch:

7. Matching ATM cards data extracted from Sarvatra Switch with that of Sarvatra reports data as on date of migration. Tabulating the missing data-if any and extra records-if any and data accuracy.
8. Matching records extracted from Sarvatra switch with that of converted ATM cards data (in the format prescribed by Cedge) shared with cedge for migration.
9. Matching ATM cards data shared with cedge with that of Migrated ATM cards log shared by cedge on migration of data to Olive switch.
10. List of successfully migrated accounts should be prepared and submitted to bank.
11. List of failed records data should be prepared and submitted to bank with reason/observation for failure.
12. Tabulation of data in the following format.

S.No	Sarvatra Full Card Data	Data Sent to Cedge	Card Migration Log	Matched Yes/No	Remarks	Migrated to Olive switch Yes/No	Reason for non-migration
1	S NO	S No					
2		Customer Number (Arrived from ONRF file)					
3		Branch (Arrived from Sarvatra file)					
4		Product Code (Arrived from Acc no)					

5		Name of Customer (Arrived from ONRF file)					
6		City (ONRF file)					
7		Country (Default)					
8	CARD_NO	CARD_NO					
9	Card Type	Card Type					
10	BrCode	BrCode					
11	BrAccNo-SB	BrAccNo-SB					
12	BrAccNo-CA	BrAccNo-CA					
13	BrAccNo-CC	BrAccNo-CC					
14	EmbossedName	EmbossedName					
15	Mobile No	Mobile No					
16	Address1	Address1					
17	Address2	Address2					
18	Address3	Address3					
19	PinCd	PinCd					
20	EMAIL_ID	EMAIL_ID					
21	PIN_OFFSET	PIN_OFFSET					
22	Card status	Card status					
23	ATM Card Limit	ATM Card Limit					
24	POS Limit	POS Limit					
25	Issue Date	Issue Date					
26	Expiry Date	Expiry Date					

3.3 Sample testing of Data for checking correctness, reliability and integrity of the data in migration phases.

- Auditor shall provide an assurance that 100% of data for the critical fields have been properly identified, accurately and completely migrated to relevant data fields. Bidder may themselves quantify the number of expected number of critical fields based on their previous experience. However, actual number of critical fields will be decided by the Bank only after discussion with the successful bidder after awarding of the contract.

3.4 Eligibility Criteria 3.4.1

Sr. No	Eligibility Criteria	Bidder remarks (Complied Y/N)
1	The respondent must be in business for at least three years as on the date of this tender. The company must be specialized in Data migration assurance services for at least 3 years in India as on 31 st March, 2023.	Attested documents of Incorporation certificate or similar documents Auditor certificate.

2	The bidder should be a profit making company and with positive net-worth for the last three financial years namely 2020-21, 2021-22, 2022-23 as evidenced from the Profit and Loss account or Balance sheet.	Copy of audited balance sheet and Profit-Loss account statement of respective years to be enclosed.
3	The bidder should have on its permanent rolls at least 2 professionals specialized in Data migration assurance or related activity in India.	A self-certified letter signed by the Authorized Signatory of the Bidder.
4	A self-certified letter signed by the Authorized Signatory of the Bidder.	Copy of Purchase Order or Completion Certificate to be enclosed.
5	The Auditor/ Firm/ Company/LLP or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and / or banned and / or barred and / or disqualified and / or prohibited by SEBI and /or RBI and /or NCLT and / or NCLAT and / or any court of law and / or quasi-judicial authority / and or any other statutory body and / or regulatory authority, in undertaking any work directly or indirectly which is required to be performed as stated in this RFP and / or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the RFP.	An undertaking to this effect must be submitted in their letter Head.
6	The Bidder should not have Undertaken any IT Consultancy / Audit or should not be an existing CBS or new Core banking solution provider / ATM SWITCH Service Provider / implementation Partner in the Bank in the last three years.	Self-declaration.

- Only those Bidders who fulfil the above criteria are eligible to respond to the RFP.

3.4 Technical Evaluation 3.4.2

Evaluation Criteria	Description	Maximum Score
A) Bidder's Experience in Auditing		50
1. End to end card data Migration Audit.	5 marks for each ATM card data migration (Max. 6 references). Additional 5 marks each for Sarvatra/Olive ATM Card Data Migration Audit credentials (Max. 2 references). Additional 5 marks each for Audit of ATM cards data migration in Scheduled Bank credentials (Max. 2 references)	50
B) Bidder's Team available on project		40
2. Each DISA/CISA/CISM/ CISSP present in the team. 3. Each data migration expert present in the team.	10 Marks per profile (Max. 4 profiles, Minimum 1 DISA/CISA/CISM/ CISSP should be part of Migration Audit)	40
C) Bidder's Approach		10
4. This will include assessment of proposal document and technical presentation.	<ul style="list-style-type: none"> • Technical approach and methodology of the entire assurance exercise (10). 	10

The criteria mentioned below will be used for evaluating point no 2 & 3 of the Technical evaluation:

No.	Criterion	Marks
DISA/CISA/CISM/CISSP		
1	Minimum Qualification	6
1.1	DISA/CISA/CISM/CISSP Certificate with 3 Years' experience	6
2	Desirable Qualifications	4
2.1	Experience as DISA/CISA/CISM/CISSP for Data Migration Activity Maximum 1 Mark may be scored on this criterion	2
2.2	Experience of working with Bank for Data Migration Activity Maximum 1 Mark may be scored on this criterion	2
TOTAL MARKS		10
Data Migration Expert		
1	Minimum Qualification	6
1.1	Technology Background with 3 years' experience with CISA/DISA/CISM/CISSP Certified.	3
2	Desirable Qualifications	4
2.1	Experience as Data Migration expert 0.25 Mark for each additional year of Experience over the minimum qualification specified Maximum 1 Mark may be scored on this criterion	2
2.2	Experience of working with Bank for Data Migration Activity 0.2 Mark for each additional year of Experience over the minimum qualification specified, Maximum 1 Mark may be scored on this criterion.	2

Non-compliance of any of the criteria will entail to rejection of the offer summarily. Duly authenticated photo copies of relevant documents/certificates should be submitted as proof in support of the claims made. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding up on the bidder.

The TECHNICAL cut-off is 50% for the total scope Migration Audit. Top 3 bidders scoring 50% or above will be considered for commercial evaluation.

3.5 Cost of Bidding and Force Majeure

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.5.1 The auditor should provide a minimum project team size of 3 full-time dedicated personnel to be present through the entire duration of the project.

B. THE BIDDING DOCUMENTS

3.6 Content of Bidding Document

3.6.1. The scope of work expected, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)

(d) PART 4 - Terms and Conditions of Contract (TCC)

(e) PART 5 - Technical & Functional Formats (TFF)

(f) PART 6 - Bid Forms, Price Schedules and other forms (BF)

3.6.2 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 every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Clarification of Bidding Document

Bidders, seeking clarifications, queries, questions, etc. should address it to the nominated point of contact as given below through e-mail or in writing latest by **11.03.2024, 5.00 PM.**

The General Manager (IAD):
THE AP STATE COOPERATIVE BANK LTD.
HEAD OFFICE: #27-29-28,
NTR SAHAKARA BHAVAN,
GOVERNORPET, VIJAYAWADA-520002.
Email: iad@apcob.org.

Phone No: 0866 2429052/34

Bidders should provide their email address in their queries without fail.

3.8 Amendment of Bidding Document

3.8.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.8.2 Notification of amendments will be published in Bank's website.

3.8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

C. PREPARATION OF BIDS

3.9 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

3.10 Format and Signing of Bid

3.10.1 Each bid shall be in two parts:-

Part I- Technical Bid.

Part II- Commercial Bid.

The two parts should be in two separate covers, each super-scribed with the name of the Project as well as "**Technical Bid.**" and "**Commercial Bid**" as the case may be.

3.10.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for unamended printed literature.

3.10.3 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above

3.11 Documents Comprising the Bid

3.11.1 Documents comprising the **Technical Bid Envelope**, should contain following:

- 1) Auditor Organization and Experience (Format 5.1)
- 2) Banking Experience (Format 5.2) (Use separate sheet for each client)
- 3) Description of approach, methodology and work plan (Format 5.3)
- 4) Staffing Schedule (Format 5.4)
- 5) Resumes (Format 5.5)
- 6) Format 6.1
- 7) Format 6.3

Any Technical Bid not containing the above will be rejected. The Technical Bid should not contain any price information, such proposal will be rejected.

3.11.2 Documents comprising **Commercial Bid Envelope**, should contain:

- 1) Price Schedule (Format 6.4)
- 2) Format 6.2
- 3) Commercial bids containing any deviations or similar clauses will be summarily rejected.

3.12 Bid Submission

The Bidder shall complete both (Technical Bid and Commercial Bid) the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Commercial Bid) is received.

Bids should be submitted by Hand or through post to the address mentioned in the RFP.

3.13 Bid Prices

3.13.1 The prices indicated in the Price Schedule shall be entered in the following manner:

- 1) The total price **quoted** must be inclusive of Fees, Traveling expenses, other expenses, applicable taxes, duties, levies, charges etc. and including GST.
- 2) Price quoted in the Price Schedule as per FORMAT 6.4 shall be valid for the contract period and shall not be subject to change.

3.13.2. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.14 Bid Currencies

Bids are to be quoted in Indian Rupees only.

3.15 Period of Validity of Bids

3.15.1 Bids shall remain valid for a period of 3 months from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.15.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

D. SUBMISSION OF BIDS

3.16 Sealing and Marking of Bids

3.16.1 The Bidders' shall seal the envelopes containing one copy of "Technical Bid" and one copy of "Commercial Bid" separately and the two envelopes shall **be enclosed and sealed in an outer envelope**.

3.16.2 The inner and outer envelopes shall:

Be addressed to the Bank at the address given; and

- 1) Bear the Project Name as under:
"RFP- ATM SWITCH CARD DATA Migration Audit - Technical Bid" and "RFP- ATM SWITCH CARD DATA Migration Audit - Commercial Bid" in separate envelopes.
- 2) All envelopes should indicate on the cover the name and address of the Bidder.

3.16.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.17 Deadline for Submission of Bids

3.17.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

3.17.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.18 Late Bids

Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.19 Modification and Withdrawal of Bids

3.19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by E-mail, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.19.3 No Bid may be modified after the deadline for submission of Bids.

3.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

E. Opening and Evaluation of Bids

3.20 Opening of Technical Bids by the Bank

3.20.1 The Bidders' names, Bid modifications or withdrawals and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening. No bid shall be rejected at the bid opening, except for late bids.

3.20.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.21 Preliminary Examination

3.21.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.21.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

3.21.3 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning, Applicable Law, and Force Majeure will be deemed to be a material deviation.

3.21.4 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.21.5 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.22 Bid Evaluation Weightage

For all the technically qualified bids, Price bids will be opened and the bidder who has quoted the lowest price for the Audit will be termed as L1 bidder and will be awarded the contract.

3.23 Technical Evaluation

3.23.1 Only those Bidders and Bids who have been found to be correct during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the terms during preliminary examination will not be taken up for further evaluation.

3.23.2 Bank reserves the right to waive any of the Technical specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation. Bank at moment call for clarification on the submitted documents by the bidder.

3.23.3 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.23.4 Any bidder not meeting the eligibility criteria will be disqualified.

3.24 Opening of Price Bids and evaluation

3.24.2 If there is a discrepancy between words and figures, the amount in words will prevail.

3.24.3 The qualified bidder who has quoted the lowest will be called as L1 bidder and will be awarded contract. However, at any moment of time/ contract if it is found that information submitted by the bidder is not correct, the contract will be terminated.

3.25 Overall Evaluation

Contract will be awarded to L1 bidder

3.26 Delivery Schedule

3.26.1 The anticipated duration of completing the Audit is **15 days**. Submission of the Audit Reports to Head Office, IAD Department and a copy to the General Manager of the Concerned Department should be done within **next 5 days** of completion of the Audit.

3.26.2 The auditor should provide a minimum project team size of 2 full-time dedicated personnel to be present through the entire duration of the project.

3.27 Contacting the Bank

3.27.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

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

F. Award of Contract

3.28 Least Price Basis

The contract will be awarded to the qualified bidder who quotes Least (L1) price.

3.29 Bank's right to Accept Any Bid and to reject any or All Bids.

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

3.29.2 After identification of eligible bidder, Bank will carry out the necessary processes of evaluation.

3.30 Signing of Contract

3.31.1 At the same time as the Bank notifies the successful Bidder that its' Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5.

3.31.2 Within the period **of 15 days, the** successful Bidder shall sign and date the Contract and return it to the Bank.

PART- 4 TERMS AND CONDITIONS OF CONTRACT (TCC)

TABLE OF CLAUSES

Clause No.	Topic	Clause No.	Topic
4.1	Definitions	4.10	Termination of Contract
4.2	Use of Contract Documents and Information	4.11	Resolution of Disputes

4.3	Patent Rights	4.12	Governing Language
4.4	Payment Terms	4.13	Applicable Law
4.5	Prices	4.14	Addresses for Notices
4.6	Assignments	4.15	Taxes and Duties
4.7	Delay in selected auditor's performance	4.16	Selected auditor Integrity
4.8	Termination for Default	4.17	Selected Auditor's Obligations
4.9	Force Majeure	4.18	Performance Bank Guarantee

4.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

4.1.1 The "bank" means "THE ANDHRA PRADESH STATE CO-OPERATIVE BANK LTD".

4.1.2 "The Contract" means the agreement entered into between the Bank and the IT auditor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.3 "Selected auditor" is the successful bidder who has been determined to qualify to perform the contract satisfactorily and whose Bid has been ranked L-1 under the overall evaluation process.

4.1.4 The "auditor" means the auditing firm short listed to submit the proposal.

4.1.5 "The Contract Price" means the price payable to the IT auditing firm under the Contract for the full and proper performance of its contractual obligations;

4.1.6 '**Qualified Bidder**' is the Bidder who meets all the eligibility criteria given by Bank.

4.1.7 In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2. Use of Contract Documents and Information

4.2.1 The selected auditor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the selected auditor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2.2 The selected auditor shall not, without the Bank's prior written consent, make use of any document or information for purposes of performing the Contract.

4.2.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the selected auditor's performance under the Contract, if so required by the Bank.

4.2.4 The bidder shall sign a non-disclosure agreement as per format 6.3.

4.3. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the services or any part thereof in India, the selected auditor shall act expeditiously to extinguish such claim. If the selected auditor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the selected auditor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the selected auditor of such claim, if it is made, without delay. The selected auditor shall indemnify the Bank against all third party claims.

4.4. Payment Terms

Payment shall be made in Indian Rupees.

- 1) Upon Submission of Final Report
- 2) TDS, as applicable will be deducted at source.
- 3) No advance payment or additional expenditure shall be paid.

4.5 Prices

4.5.1 Prices payable to the selected auditor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.5.2 The Bidder will pass on to the Bank, the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.6 Assignment

The selected auditor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

4.7 Delays in the selected auditor's Performance

4.7.1 If at any time during performance of the Contract, the selected auditor should encounter conditions impeding timely performance of Services, the selected auditor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the selected auditor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the selected auditor's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.7.2 Except as provided in the above clause, a delay by the selected auditor in the performance of its delivery obligations shall render the selected auditor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.8 Termination for Default

4.8.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the selected auditor, may terminate the Contract in whole or in part:

(a) If the selected auditor fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the selected auditors fails to perform any other obligation(s) under the Contract.

4.8.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the selected auditor shall be liable to the Bank for any excess costs for such similar services. However, the selected auditor shall continue performance of the Contract to the extent not terminated.

4.8.3 The Bank shall not make payment for any undelivered part of the contract and shall forthwith stop all payments once the contract is terminated as above.

4.9 Force Majeure

4.9.1 Notwithstanding the provisions of Total Cash Compensation (TCC), the selected auditor shall not be liable for liquidated damages, or termination for default if and to the extent for its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.9.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the selected auditor and not involving the selected auditor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.9.3 If a Force Majeure situation arises, the selected auditor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the selected auditor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10 Termination of contract

The Bank may, without assigning any reason and by written notice sent to the selected auditor, may terminate the Contract in whole or in part, at any time. The notice of termination shall be for one month and shall specify the extent to which performance of the selected auditor under the Contract is terminated, and the date upon which such termination becomes effective. The Bank shall not make payment for any undelivered part of the contract and shall forthwith stop all payments once the contract is terminated as above.

4.11 Resolution of Disputes

4.11.1 The Bank and the selected auditor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.11.2 If, the Bank and the selected auditor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.11.3 The **dispute resolution mechanism** to be applied shall be as follows:

1) In case of Dispute or difference arising between the Bank and the selected auditor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the selected auditor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the selected auditor.

2) Arbitration proceedings shall be held at **Vijayawada**, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

3) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

4.12 Governing Language

The governing language shall be English.

4.13 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

4.14 Address for Notices

The following shall be the address of the Bank and Selected auditor.

Bank's address for notice purposes:

THE GENERAL MANAGER (IAD)
THE AP STATE COOPERATIVE BANK LTD.
HEAD OFFICE: #27-29-28#,
NTR SAHAKARA BHAVAN,
GOVERNORPET, VIJAYAWADA-520002.
Email: iad@apcob.org.

Selected auditor's address for notice purposes (To be filled in by the selected auditor)

A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.15 Taxes and Duties

4.15.1 Income / Corporate Taxes in India:

The Selected auditor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the selected auditor shall include all such taxes in the contract price.

4.15.2 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the selected auditor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the selected auditor from his responsibility to pay any tax that may be levied in India on income and profits made by the selected auditor in respect of this contract.

4.15.3 The Selected auditor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Selected auditor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.16 Selected auditor's Integrity

The Selected auditor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.17 Selected auditor's obligations

The Selected auditor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Selected auditor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the selected auditor's negligence. The Selected auditor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Selected auditor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

The Selected auditor and the audit team involved will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

PART - 5: TECHNICAL & FUNCTIONAL FORMATS

FORMAT NUMBERS

- 5.1 Auditor Organization and Experience
- 5.2 Banking Experience
- 5.3 Description of approach, methodology and work plan
- 5.4 Staffing Schedule
- 5.5 Resumes

Format 5.1

Auditor Organisation and Experience

Use the format below to provide auditor organizations and experience (in last 5 years)

Worldwide		
1.1	Name of the firm.	
1.2	Year of incorporation.	
1.3	No. of countries present.	
1.4	No. of offices worldwide.	
1.5	Total number of auditors.	
1.6	No. of clients served in last three years (with whom legally contracted for auditing assignment) with the scope being of similar nature as asked in this RFP	
In India		
1.7	Year of commencing operations in India.	
1.8	Total number of auditors.	
1.9	Total Number of CISA/DISA/CISM/CISSP Certified auditors.	
1.10	No. of clients in India (with whom legally contracted for Auditing assignment) with the scope being of similar nature as asked in this RFP.	

Format 5.2

Banking Experience

Please provide following information for relevant Auditing projects with banks and financial institutions in India in last 5 years. Specifically highlight work with banks and public sector financial institutions in India. Use the format below to provide information for which your firm was legally contracted for carrying out auditing assignment. Please mention more than one assignment under the same client if relevant. Please note that only those project whose scope is similar to the scope mentioned in this project will be considered and counted against experience for checking the eligibility criteria.

(Use separate sheet for each client)

1.1	Name of the Banking client:	
Relevant Experience (can be more than one):		
1.2	Description of the assignment:	
1.3	Duration of the assignment (in months):	
1.4	Start date:	
1.5	End date:	
1.6	Team size for the assignment (full time members):	
Other experience with the client:		
1.7	Duration of all the auditing assignments for the client (in months):	
1.8	No. of professional staff months provided for all the auditing assignments for the client:	
1.9	Any other relevant information	

Format 5.3

Description of approach, methodology and work plan

Auditors are requested to present their approach, methodology in the following three sections:

a. Auditing Approach and Methodology

In this section, auditor should explain their understanding of the assignment and the approach to be followed for carrying out the activities. The auditor should highlight the problems being addressed and their importance. The auditor should also explain why the methodology adopted is consistent with the overall objective of the project.

b. Work plan

The auditor should provide the main activities to be carried out in the project with appropriate timelines. The auditor should also lay out key milestones. The proposed work plan should be consistent with technical approach and methodology.

c. Team structure and staffing

The auditor should propose the structure and composition of the team. It should list the main areas in the assignment. The key expert involved and proposed Auditing staff.

Format 5.4

Staffing Schedule

S.NO	Name of the staff	Duration of staff-member's involvement (from start date) in months

Format 5.5 Resumes

Use the format below to provide information on people likely to lead the assignment:

1.1	Name	
1.2	Current position in the Film	
1.3	Nationality	
1.4	Years in the Film	
1.5	Education	
1.6	Work Experience	
1.7	Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading nad writing)	
1.8	Ares of expertise	
1.9	Work undertaken that best illustrates capability to handle the task assigned	
1.10	Role of the member (Roles mentioned below)	
1.11	Professional Certifications	

1) **Project Director:** Senior auditor responsible for overall delivery

2) **Project Manager:** Full time project manager to manage day-to-day activities, delivery and work plan

3) **Working team member:** Full time working team members working with the Project Manager for day-to-day delivery

4) **Expert Panel:** Senior people who can be drawn upon as required during the course of the project for specific topics/sectors

PART 6 : BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)

INDEX

FORMAT NUMBERS

- 6.1 Bid Form (Technical)
- 6.2 Bid Form (Price)
- 6.3 Non-Disclosure Agreement
- 6.4 Price Schedule
- 6.5 Contract Form

Format 6.1

BID FORM (Technical)

(To be included in Technical Bid Envelope)

Date:

The General Manager (DoS)
THE AP STATE COOPERATIVE BANK LTD.
HEAD OFFICE: #27-29-28#,
NTR SAHAKARA BHAVAN,
GOVERNORPET, VIJAYAWADA-520002.
Email:iad@apcob.org.

Sir,

Proposal for Appointment of Auditors for conducting

"ATM Switch Card Data Migration"

Having examined the RFP Document, we, the undersigned, offer our Auditing Services for _____ in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid/ Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal and the fees quoted therein.

We hereby acknowledge and unconditionally accept that _____ may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the auditors.

We declare that we have not made any alterations/changes whatsoever in the RFP document which is given by the Bank and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive. Dated __ day of 2024

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Format 6.2

BID FORM (Price)

(To be included in Commercial Bid Envelope)

Date:

To,

The General Manager (DoS)

THE AP STATE COOPERATIVE BANK LTD.

HEAD OFFICE: #27-29-28#,

NTR SAHAKARA BHAVAN,

GOVERNORPET,VIJAYAWADA-520002.

Email:iad@apcob.org.

Dear Sir,

Proposal for Appointment of Auditors for conducting

"ATM Switch Card Data Migration "

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide auditing services in conformity with the said Bidding documents for the sum of (Total Proposal amount in words and figures) taxes extra or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system, in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated day of 2024.

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Format 6.3

BID FORM (Price)

NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____ having registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offer Auditing Services as required to _____ under their _____ having its registered office at THE AP STATE COOPERATIVE BANK LTD. HEAD OFFICE: #27-29-28#, NTR SAHAKARA BHAVAN, GOVERNORPET, VIJAYAWADA-520002. , hereinafter referred to as the BANK, and

WHEREAS, the COMPANY understands that the information regarding the Bank's RFP of " **ATM Switch Card Data Migration** ", and

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

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

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

The COMPANY agrees that notes, specifications, designs, memoranda, SYSTEMS AND TOOLS and/or any other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK or for the performance of the said Contract/Services, will not be disclosed to during or subsequent to submission/execution of the offer to the BANK, to anyone outside the BANK.

The COMPANY shall not, without the BANK's written consent, disclose any specification, plan, pattern, details of systems, design, sample or information (to be) furnished by or on behalf of the BANK or made privy/available to the COMPANY in connection with this assignment, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Format 6.4

Price Schedule

(to be included in Price Bid Envelope)

Date:

The General Manager(IAD)

THE AP STATE COOPERATIVE BANK LTD.

HEAD OFFICE :#27-29-28#,

NTR SAHAKARA BHAVAN,

GOVERNORPET,VIJAYAWADA-520002.

Sir

Proposal for Appointment of Auditors for conducting

" ATM Switch Card Data Migration "

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank as Auditor.

No	Key Components	Amount in	Amount in words
1	Fees(including of all expenses)		
2	GST/Any other Tax		
3	Total		

Authorized Signature:

Name :

Designation :

Name of the Firm :

Address :

Office seal :

Place :

Date :

Non	judicial
stamp	as
applicable to the	state
state	of
origination	

FORMAT 6.5

CONTRACT FORM

THIS AGREEMENT made the ___day of_____, 20__ Between ____ (Name of Bank) (hereinafter called "the Purchaser") of the one part and _____ (Name of Selected auditor) of _____ (City and Country of Selected auditor) (hereinafter called "the Selected auditor") of the other part:

WHEREAS the Purchaser invited Bids for certain services viz., (Brief Description of Services) and has accepted a Bid by the Selected auditor for the supply of those services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No.: _____ shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Bid Form (Technical and Price) and the Price Schedule submitted by the Bidder;
 - b. The Technical & Functional Specifications;
 - c. The Terms and Conditions of Contract;
 - d. The Purchaser's Notification of Award;
3. In consideration of the payments to be made by the Purchaser to the selected auditor as hereinafter mentioned, the selected auditor hereby covenants with the Purchaser to provide the services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Selected auditor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the man, her prescribed by the Contract.

Brief particulars of the services which shall be supplied/ provided by the selected auditor are as under:

No.	Brief Description of services	Total Price in Rs.

TOTAL VALUE: ()

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said (For the Purchaser)

In the presence of:

Signed, Sealed and Delivered by the

said (For the Selected auditor)

in the presence of: