

Bank Responses to Pre-Bid Queries				
RFP for Selection of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre)				
(RFP:-GEM/2023/B/4060415 dated 08.11.2023)				
SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
1	49	IT INFRASTRUCTURE 1.1 (a) IT Infrastructure in DC, DR & Near Site	Please share number of assets (viz. Networking/ Security devices) in DC, DR & Near Site	Please refer Annexure attached with pre-bid responses
2	51	IT INFRASTRUCTURE 1.1 (e) Network Facility and Equipment Management	Please share locations with number of assets (Networking/ Security devices i.e. Firewall ) in DC, DR & Near Site	Data Centre Mumbai, DR Site Hyderabad, NDR Site Mumbai, & Hyderabad SOC Mumbai & Hyderabad. Please refer Annexure attached with pre-bid responses for number of assets.
3	55	3. Security Operations Centre	Please shared outsourced vendors details along with integrated devices list	Details will be shared with the successful bidder.
4	49	Asset Count	Please highlight count of Applications in scope	Around 80 but However Applications Infra is under Scope
			Please highlight count of Network Devices in scope	Please refer Annexure attached with pre-bid responses
			Please highlight count of Servers in scope	Please refer Annexure attached with pre-bid responses
5	49	Department	Please highlight the number of departments in scope	IT and CISO
6	49	People	Please highlight the number of people in scope	Scope covers all the persons working in DC, DR, NDR & SOC offices.
7	49	Standard/Guidelines	Please highlight the standard/Guidelines/Circulars need to followed for the Audit.	Bank's IT Security policy & guidelines, RBI's all Regulatory guidelines, BCP policy of the Bank, Industry Best Practices or any other regulatory guidelines as per requirement of the audit, etc.
8	49	Audit	Please highlight if the audit has to be performed Onsite or Off -site	Onsite
9	49	Internal VAPT	Please highlight the requirement of Internal VAPT. If yes, please provide the number of Internal IPs.	Review of Vulnerability Assessment process and earlier reports.
10	49	External VAPT	Please highlight the requirement of External VAPT. If yes, please provide the number of External IPs.	Review of Vulnerability Assessment process.
11	49	Segmentation PenTest	Please highlight the requirement of Network Segmentation PT. If yes, please provide the number of VLANs in CDE* and Out of CDE* *CDE: Card Data Environment	Review of Segmentation Assessment process and Segmentation implemented.
12	49	Application Penetration Testing	Kindly share the number of small*, medium** and large*** application within the scope of Application Penetration testing (including both mobile and web applications) * Application with less than 40 pages/menus **Application with 40-80 pages/menus ***Application with more than 80 pages/menus	Not in the scope.

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13	49	API Testing	Please Highlight the requirement for API testing activity. If required, kindly confirm on the total count of API calls for each API Domain/Services.	Not in the scope.
14	49	SCR	Please suggest the number of applications for source code review activity and also provide the number of Line of Codes (LOCs) for each application separately.	Its about process review and not the source code review
15	49	Firewall Rule Review	Please highlight the requirement for Firewall rule review. If required, kindly share the number of Firewalls for firewall rule review activity.	Please refer Annexure attached with pre-bid responses
16	49	Configuration review	Please highlight the requirement for Server/device configuration review. If required, kindly share the number of servers and devices for the configuration review activity.	Please refer Annexure attached with pre-bid responses
17	49	Delivery Mode	please advice on the delivery mode of the project (Remote or onsite)	Onsite
18	38	<p><b>C. Technical</b></p> <p>2. The bidder should be empanelled by CERT-In as Information Security Audit Organization and should remain in panel upto 31st March, 2024 i.e. during the current period of contract.</p>	<p><b>Request to kindly modify clause as below:</b> The bidder must be CERT-In empanelled security auditor organisation as on 31 October 2023/ <b>should have already applied for the CERT-In empanelment (new/ renewal) as on 30 September 2023</b></p> <p>We have applied for empanelment with CERT-In under the umbrella of Mazars Advisory LLP as an IT Security Auditing Agency owing to restructuring in the firm (previously registered as "Mazars Advisory Private Limited"), which is expected to be completed by November 15, 2023. However, there exists a possibility of a provisional empanelment certificate from CERT-In subject to the scrutiny of the documents and online assessment of the agency under consideration by October 31, 2023.</p> <p>Also, to keep you posted that the current CERT-In empanelment is due to expire on October 31, 2023, for which all the existing CERT-In empanelled firms/ companies may have submitted their application for re-empanelment which is likely to be completed or extended by November 15, 2023.</p> <p>Further, public holidays have been declared in the coming weeks due to the festive season (Diwali holidays), limiting the number of working days. Therefore, we request an extension of the bid submission date by at least 2 weeks from the date of release of the corrigendum/ clarifications document by your esteemed organisation</p>	Accepted and bidder should be CERT-In empanelled vendor during the currency of the contract.
19	38-39	3. Should have conducted -1 - IT Infrastructure audit of Data Centre of Scheduled Commercial Banks having branches more than 3500 during last 3 years.	<p><b>Request to kindly modify clause as below:</b> 3. Should have conducted -1 - IT Infrastructure audit of Data Centre of Scheduled Commercial Banks having branches more than <del>3500</del> 500 during last 3 years.</p>	No Change

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20	40	<p>5. a. The Bidder/OEM should have at least -10- IS Audit professionals having valid certification of CISSP/CISA/CISM as full time employee and post qualification experience of at least 3 years.</p> <p>b. The Bidder/OEM should have at least -30- Audit professionals having valid certification of CISA/ CISSP/ CISM/ CEH/ DISA/ CCNA/ ORACLE Certified/ ISO 27001 Lead Auditor etc. as full time employee.</p> <p>c. The Bidder/OEM should have their representative office in Mumbai.</p>	<p><b>Request to kindly modify clause as below:</b></p> <p>5. a. The Bidder/OEM should have at least -10- IS Audit professionals having valid certification of CISSP/CISA/CISM/ <b>ISO 27001/ any security audit certificate</b> as full time employee and post qualification experience of at least <del>3</del> 1 years.</p> <p>b. The Bidder/OEM should have at least <del>-30</del> <b>15-</b> Audit professionals having valid certification of CISA/ CISSP/ CISM/ CEH/ DISA/ CCNA/ ORACLE Certified/ ISO 27001 Lead Auditor etc. as full time employee.</p> <p>c. The Bidder/OEM should have their representative office in Mumbai</p>	No Change
21	40	<p>1. Infrastructure Audits of Data Centre completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector in India.</p> <p>-6- Marks- For each Infrastructure Audit of Data Centre completed per scheduled commercial Bank per year</p> <p>-3- Marks- For each Govt Inst / BFSI Sector per Year (Max-12)</p>	<p><b>Request to kindly modify clause as below:</b></p> <p>1. Infrastructure Audits of Data Centre completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector/ <b>Large Enterprise/ PSU</b> in India/ <b>Global</b>.</p> <p>-6- Marks- For each Infrastructure Audit of Data Centre completed per scheduled commercial Bank / <b>Large Enterprise/ PSU</b> per year</p> <p>-3- Marks- For each Govt Inst / BFSI Sector/ <b>Large Enterprise/ PSU in India/ Global</b> per Year (Max-12)</p>	No Change
22	40	<p>2. SOC Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India</p> <p>-3- Marks- For SOC audits conducted per Institution per year.</p>	<p><b>Request to kindly modify clause as below:</b></p> <p>2. SOC Audits completed (In the last 5 years) in any Scheduled Commercial Bank / <b>Govt Institutions / BFSI Sector/ Large Enterprise/ PSU</b> in India/ <b>Global</b></p> <p>-3- Marks- For SOC audits conducted per Institution per year.</p>	No Change
23	40	<p>3. BCP Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector in India</p> <p>-1- Marks- For BCP audits conducted per Institution per year</p>	<p><b>Request to kindly modify clause as below:</b></p> <p>3. BCP Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector/ <b>Large Enterprise/ PSU</b> in India/ <b>Global</b>.</p> <p>-1- Marks- For BCP audits conducted per Institution per year</p>	No Change
24	40	<p>4 No. of Full Time Employee (CISA/CISSP/CISM) available for IS Audit in Organization</p> <p>-1- Marks- For each Resource</p>	<p><b>Request to kindly modify clause as below:</b></p> <p>4 No. of Full Time Employee CISA/CISSP/CISM/ <b>ISO 27001/ any security audit certificate</b> available for IS Audit in Organization</p> <p>-1- Marks- For each Resource</p>	No Change
25	40	<p>5. No. of Full Time Employee (CISA/CISSP/CISM/CEH/DISA/CNA/ORACLE Certified/ ISO 27001 Lead Auditor) proposed to be deployed in this project (Annexure-5)</p> <p>-3- Marks- For each CISA/CISSP/CISM Resource</p> <p>-1- Marks- For each CEH/DISA/CCNA/ORACLE Certified Resource/ ISO 27001 Lead Auditor (Max. 6)</p>	<p><b>Request to kindly modify clause as below:</b></p> <p>5. No. of Full Time Employee (CISA/CISSP/CISM/CEH/DISA/CNA/ORACLE Certified/ ISO 27001 Lead Auditor) proposed to be deployed in this project (Annexure-5)</p> <p>-3- Marks- For each CISA/CISSP/CISM <b>ISO 27001/ any security audit certificate</b> Resource</p> <p>-1- Marks- For each CEH/DISA/CCNA/ORACLE Certified Resource/ ISO 27001 Lead Auditor (Max. 6)</p>	No Change

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26	70	Indemnity	<b>Requested for addition of clause:-</b> Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	No Change
27	74	Limitation of the Bidder's Liability towards the Purchaser	<b>Requested for addition of clause:-</b> Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	No Change
28	75	Non-solicitation	<b>Requested for addition of clause:-</b> Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	No Change
29	76	Force Majeure	<b>Requested for addition of clause:-</b> 1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. 2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. 3) Unless otherwise directed by Tenderer in writing, the selected contractor 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) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem. 5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise	No Change
30	Misc.	Termination for Convenience	<b>Requested for addition of clause:-</b> 1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder up to and including the effective date of the termination of this Agreement. 2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time. 3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case: a) Its invoices are not paid on time b) If Tenderer fails to comply with the terms of agreement	No Change

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31	Misc.	Retention of copies	<b>Requested for addition of clause:-</b> On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	No Change
32	Misc.	Non-Exclusivity	<b>Requested for addition of clause:-</b> It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	No Change
33	2	Last Date of Submission of RFP response 4th Dec 2023 // 3 PM 2nd Floor, Baroda Corporate Centre C-26, 'G' Block Bandra Kurla Complex, Bandra East Mumbai 400051  Mode of Bid submission Online through GeM Portal	As we understand the submission is through GEM portal however the submission of RFP response is mentioned as the location of BCC building  Please confirm the mode of submission	Bidder need to submit the technical bid and commercial bid through GeM portal only. Any hard copy document for e.g. Integrity Pact (original) shall be submitted at our BCC Office, Bandra.
34	50	Review of Vulnerability Assessment process	Do we need to perform the VA or need to review the VA reports performed by the bank	Review of Vulnerability Assessment process and previous reports.
35	50	Review of Vulnerability Assessment process	Do we need to perform the VA ?  If yes please provide the approximate server count	only process review of VA assessment to be done
36	50	Review of Operating system and Database Hardening	As we understand here we have to perform the configuration review  1. do we need to perform the config review for all servers or we can perform it on sample basis?  2. lease provide the approximate server count	Configuration review to be done for all the devices.  Please refer Annexure attached with pre-bid responses for count
37	51	Review of Network device configurations	As we understand here we have to perform the network configuration review  1. do we need to perform the config review for all network devices or we can perform it on sample basis?  2. Please provide the total network devices count	Configuration review to be done for all the devices.  Please refer Annexure attached with pre-bid responses for count
38	51	Review of switches, routers configuration, scalability and port management	Do we need to review the configuration of all routers, switches or we can perform it on sample basis??  Also, please provide the total routers and switches count	Yes Configuration review to be done for all the devices. Please refer Annexure attached with pre-bid responses for count
39	51	IP Sec implementation / any other network level encryption	Please elaborate what is expected from bidder .  As we understand this involves the process review of IP sec implmentation	Review of IP sec implemented in Network
40	51	Hardening of the equipments like Router, Network Switch, IPS, IDS, Firewall.	As we understand here we have to perform the network configuration review  1. do we need to perform the config review for all network devices or we can perform it on sample basis?  2. Please provide the total network devices count	Configuration review to be done for all the devices. Please refer Annexure attached with pre-bid responses for count
41	51	Network Vulnerabilities and Threat Management. Vulnerability Assessment Process to be reviewed	1. whether bidder needs to perform network VA?or only the process followed by the bank to be reviewed.	Clearly mentioned in point 1.1 e of the scope of work

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42	52	Conduct an internal vulnerability assessment for reviewing the database security setting	Please elaborate what is expected from bidder? 1. wheather bidder needs to perform database server VA?	Clearly mentioned in point 1.1 f of the scope of work
43	54	Personnel procedures and responsibilities including system and cross-functional training	Here do we need to provide any training? Please elaborate what is expected from bidder .	auditor needs to verify whether competent training (system and cross-functional training) is being provided to Bank staff/ Vendor Support Staff as per internal bank guidelines.
44	54	ATM Process Audit comprising ATM Operational Controls, Consortium issues, Reconciliation, ATM Cash Management etc.	As we understand this is information security audit. What is expected from the bidder as the control is purely operational in nature.	Auditor to verify the controls as per scope items and to submit the gap assessment report.
45	54 & 55	Audit of the Reconciliation activities being carried out w.r.t transactions involving various Acquirer, Issuer, Merchant, Interchange, other stakeholders etc. found in the ATM switch files with the transactions found in Host, Interchange & Partner Bank's switch. Also, Chargeback processing including VISA chargeback, NFS Chargeback etc. to be checked for appropriateness.	As we understand this is information security audit. What is expected from the bidder as the control is purely operational in nature.	Auditor to verify the controls as per scope items and to submit the gap assessment report.
46	55	Review of SOC infrastructure/implementation of Security Tools	Please provide the list of tools needs to be reviewed.	Please refer Annexure attached with pre-bid responses
47	56	Entity wise separate report will be submitted for Infrastructure Audit of DC, DR, NDR, BCP and ATM Switch & ATM Operations	Please provide the list of entity.	Bank of Baroda along with Bank's all (15+) international territories.
48	56	Provide re-designed network & security architecture along with technical specifications of network & security solutions based on the operational and business requirements of the Bank.	Please elaborate what is expected from bidder .	Auditor to verify the controls as per scope items and to submit the gap assessment report.
49	56	Reports will be published territory-wise & Entity-wise.	Please provide the list of entity & territory	Bank of Baroda along with Bank's all (15+) international territories.
50	56	A separate report for SOC will be submitted which should be further bifurcated into territory wise / Entity Wise.	Please provide the list of entity & territory	Consolidated Report for SOC to be submitted
51	56	All observation should be created in Audit Automation System	Please elaborate what is expected from bidder .	Bank has Audit Automation System for Audit tracking and compliance monitoring and all observations should be entered into this system in addition to providing signed hard copy of the report.
52	45	Annexure 8	No deviation Unless we have a right to raise queries and a chance to negotiate with the client the risks highlighted hereunder, all such risks are applicable.	No Change
53	74	Clause 22:- Sub- Contracting The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.	Requested to remove	No Change

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54	58	Annexure 6	No deviation but RFP has a format to include clarifications / suggestions (excluding pre-bid queries format)  Team is advised to make a informed assessment (including by way of communication with the Client) whether providing such suggestions/ clarifications/ assumptions will not lead to an automatic disqualification from the Tendering process	No Change
55	73	Clause 19:- Limitation of Liability Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.	Requested to remove	No Change
56	73	Clause 19:- Limitation of Liability There are following exceptions to the limitation of liability - Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No Change
57	Annexure 15 Clause 11	Confidentiality Obligations	Parties to whom information can be disclosed is not documented  Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:  "Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	No Change
58	Annexure 15 Clause 11	Confidentiality Obligations	Obligations to survive for perpetuity from the date of expiry or termination of contract  We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No Change
59	Annexure 15 Clause 11	Confidentiality Obligations	Obligation to return all confidential information / destroy all confidential and no right to retain a copy  We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	No Change

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60	Annexure 15 Clause 11	Confidentiality Obligations Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.	No right to disclose client name or project for citation / reference purposes.  Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	No Change
61	Clause 3.10 at Page 31	Confidentiality Obligations NDA to be executed. The successful bidder shall execute the SLA and NDA within one week from the date of acceptance of Purchase Order	Requested to remove	No Change
62	Clause 12 at Page 69	Indemnity	Indemnity for breach of contract obligations  There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	No Change
63	Clause 12 at page 69	Indemnity	Indemnity for claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank;	No Change
64	No clause in RFP. Please include in pre-bid.	Indemnity	Indemnities not subject to final determination by court/arbitrator  We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	No Change
65	No clause in RFP. Please include in pre-bid.	Indemnity	No process for indemnity  The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	No Change



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66	Clause 15 at Page 71	Termination	<p>We do not have any right to terminate</p> <p>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days</p>	No Change
67	Effect of Termination Page 72	Risk Purchase. If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding	<p>Risk purchase</p> <p>Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.</p>	No Change
68	Clause 27(a) at Page 76	Liquidated damages	<p>Liquidated damages capped at f actual loss suffered by the bank or the total professional fee payable/ total contract value whichever is lower.</p> <p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	No Change
69	Clause 27(a) at Page 76	Liquidated damages	<p>Not limited to solely our fault</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm</p>	No Change
70	Clause 3.6.5 at Page 26	Times is of essence and LDs for delay. The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance.	<p>Time is of essence and LDs for delay</p> <p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause.</p>	No Change
71	Page 76	Audit	<p>Widely worded audit rights</p> <p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	No Change
72	Clause 4.8 at Page 34	Survival obligations	<p>Obligations to survive for more than a year post expiry or termination of contract</p> <p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	No Change

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
73	Point 4 of Annexure 3 at Page 36	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs).	N/A	No Change
74	No clause in RFP. Please include in pre-bid.	No third party disclaimer	There is no restriction on the usage of deliverable. No third party disclaimers.  We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No Change
75	No clause in RFP. Please include in pre-bid.	Acceptance	No acceptance criteria  If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	No Change
76	Staffing	Deployment of Resources	Covid 19 Crisis  If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	No Change
77	Annexure 3 Point 4 at page 36	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Requested to remove	No Change

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
78	Clause 4.25 at Page 42	<p>Confidentiality This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses</p>	Requested to remove	No Change
79	12	<p>2.10 RFP Response Submission Details Eligibility, Technical &amp; Commercial Proposals shall be submitted in separate sealed envelopes as detailed below :</p>	As it is mentioned in page number 3 - Online through GeM Portal - Please confirm do we need to give the bid in hard copy as well	Only Integrity Pact shall be submitted in Hard Copy. Rest all the documents shall be submitted on GeM Portal only.
80	14	Annexure -18 Integrity Pact	<ul style="list-style-type: none"> <li>Kindly clarify whether the Integrity Pact must be submitted at the time of bidding or after the empanelment</li> <li>Do we need to submit it on stamp paper? If yes then what would be the value of stamp paper</li> </ul>	Integrity pact must be submitted on or before the bid submission date. Both hard copy & soft copy shall be submitted in original. Yes, it shall be on stamp paper of atleast Rs.100.
81	17	<p>Performance Guarantee The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure-12 to the extent of 10% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.</p>	As per Office Memorandum by Ministry of Finance No. F.9/4/2020-PPD dated 12-11-2020, the Performance Security should be 3% of value of contract. Request you to consider the same	No Change
82	29	Clause 5.6 Service Level Agreement and Non-Disclosure Agreement:	<ul style="list-style-type: none"> <li>Kindly clarify whether the Agreement must be submitted at the time of bidding or after the empanelment</li> <li>Do we need to submit it on stamp paper? If yes then what would be the value</li> </ul>	SLA & NDA will be signed with successful bidder only

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
83	38	Annexure 03 Eligibility Criteria  C – Technical Point Nos – 3  Should have conducted -1 - IT Infrastructure audit of Data Centre of Scheduled Commercial Banks having branches more than 3500 during last 3 years.	Confirm us the total number work order to be submitted in total	Atleast -1- matching Bank's eligibility criteria.
84	49	Annexure 10 Review / Audit of:  1. IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)	Kindly confirm do we need to perform VAPT and Configuration audit or only review . if Yes the following are the details required , Ex like Total  <ul style="list-style-type: none"> <li>• Location of DC, DR &amp; Near Site</li> <li>• Can all the audit activities be performed from one centralized location</li> <li>• Are all devices accessible from 1 centralized location</li> <li>• Count of devices(server/router/switches/load balancer etc) required Location wise</li> <li>• Count of Operating System &amp; database servers required</li> <li>• Is network monitoring tool deployed?</li> <li>• Total number of application and its size(small/medium/large)</li> <li>• If internal applications present require total number of application and its size(small/medium/large)</li> <li>• Confirm whether there are any mobile application/api/exe</li> <li>• Kindly confirm SCD is available with the bank</li> <li>• Whether the compliance audit/revalidation of the observation raised is also part of audit scope.</li> </ul>	Review of Vulnerability Assessment process.  Configuration audit to conducted for all the devices. SCD is available with the Bank, Compliance Audit is also part of the SoW. Other details sought by the bidder, will be shared with the successful bidder.
85	50	1.1 (b) Review of outsource of IT Operation (DC & DR) in compliance with IS Policy.	Kindly confirm us the total number of outsourced vendor and their location or can we perform the outsourced vendor audit can be performed remotely	Only access control, segregation of duties & responsibilities of outsourced vendors, SLA working at DC/DR/NDR/SOC as mentioned in the scope of the work need to be reviewed.
86	50	1.1 (d) Management of System Software  <ul style="list-style-type: none"> <li>• To Review Setting of various parameters in Applications, updates thereof and actual working of them as intended and accurately.</li> <li>• Review of Vulnerability Assessment process. ( Servers etc)</li> <li>• Review of Operating system and Database Hardening.</li> <li>• OS patches are updated as and when released by vendor and control over patch management</li> </ul>	Total Count required	Please refer Annexure attached with pre-bid responses

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
87	51	1.1 e Network Facility and Equipment Management  • Overall Network management • Firewall rule review and optimization • Review of Network device configurations  • Review of switches, routers configuration, scalability and port management.	Total Count required	Please refer Annexure attached with pre-bid responses
88	54	1.1 (n) Staff Training  • Personnel procedures and responsibilities including system and cross-functional training • Segregation of duties • Quality of Human resources /appointment process	• Kindly confirm us total number of batches  • participants in each batches  • location required or can it be done remotely	auditor needs to verify whether competent training (system and cross-functional training) is being provided to Bank staff as per internal bank guidelines.
89	54	1.1 (0) ATM Switch & ATM Facility Management, ATM Operations & ATM Back Office	• Kindly confirm us the total number of outsourced vendor and their location  • can we perform the outsourced vendor audit remotely	Audit needs to be performed from Bank's location at Mumbai & Hyderabad
90	54	3 Security Operations Centre	• Kindly confirm us the location of SOC  • Whether it is outsourced to the Vendor or it is managed by the bank	Mumbai & Hyderabad. Other details will be provided to the successful bidder only.
91	56	Deliverables Provide re-designed network & security architecture along with technical specifications of network & security solutions based on the operational and business requirements of the Bank.	Kindly confirm us what is expected from the auditors as we understand that we need to audit and redesigning from the audit firm will be a conflict of interest	Auditor to verify the controls as per scope items and to submit the gap assessment report.
92	56	Deliverables All observation should be created in Audit Automation System.	Automation System will be provide by the bank or will it be auditor responsibility – Please confirm	will be provided by the bank
93		Annexure	Can you provide the Annexure in word document	Word copy is already shared in GeM Portal and bidder can download the same.
94	49	Annexure 10 – Scope and Deliverables Bank's Data Centre, Mumbai, Disaster Recovery Centre, Hyderabad and Near Site, Mumbai	Could you please clarify if the activities related to Disaster Recovery Centre Hyderabad can be conducted remotely?	Auditor needs to visit onsite at Bank's location

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
95	50	1.1 (b) Review of outsource of IT Operation (DC & DR) in compliance with IS Policy. Review of Privilege Identity Management	Request you to confirm if effectiveness review of PIM tool is to be performed or only process level checks are to be conducted	effectiveness review of PIM tool is to be performed along with process level checks.
96	50	1.1 (b) Review of outsource of IT Operation (DC & DR) in compliance with IS Policy. Review of information sharing by bank's DC/DR team with outsourced service provider team.	Request you provide additional details on what is expected from a coverage standpoint for this area	auditor to verify the gaps w.r.t. terms & conditons as per the agreement and Bank's Policy guidelines
97	50	1.1 (c) Management of Hardware in compliance with IT Policy. Study of Asset Management policy/procedure	Request you to confirm that the expectation is to review the policy/procedure against RBI regulations and ISO standard	In compliance w.r.t. Bank's IT Policy
98	50	1.1 (d) Management of System Software Review of Setup and maintenance of operative system parameters. Verification with Secured configuration documents.	Kindly elaborate on the expectations regarding the activity	Review of Vulnerability Assessment process.  Configuration audit to conducted for all the devices. SCD is available with the Bank, Compliance Audit is also part of the SoW. Other details sought by the bidder, will be shared with the successful bidder.
99	50	1.1 (d) Management of System Software Review of Operating system and Database Hardening.	Please clarify whether the service provider is expected to conduct a hardening review for the operating system and database. If so, kindly provide the number of servers for which the operating system and database are to be considered in scope.	Yes, Please refer Annexure attached with pre-bid responses for count
100	50	1.1 (d) Management of System Software Review Setting of various parameters in Applications, updates thereof and actual working of them as intended and accurately.	Please provide further details on the expectations for the activity. Additionally, provide the count of applications and the respective parameters to be reviewed.	Please refer Annexure attached with pre-bid responses
101	51	1.1 (e) Network Facility and Equipment Management Firewall rule review and optimization	Kindly clarify the number of firewalls for which a rule review needs to be conducted.	Please refer Annexure attached with pre-bid responses
102	51	1.1 (e) Network Facility and Equipment Management Review of Network device configurations	Kindly clarify the number of network devices to be considered for configuration review.  Additionally, confirm whether secure configuration documents are accessible for the devices in scope. If such documents are not available, should the service provider be responsible for creating them?	Please refer Annexure attached with pre-bid responses  SCD documents are available with the Bank
103	51	1.1 (e) Network Facility and Equipment Management Network cabling is structured	Kindly specify the expectations for the activity	scope item is self-explanatory
104	51	1.1 (e) Network Facility and Equipment Management Review of switches, routers configuration, scalability and port management	Kindly clarify the number of switches, routers for which configuration review to be conducted	Please refer Annexure attached with pre-bid responses

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
105	51	1.1 (e) Network Facility and Equipment Management Hardening of the equipments like Router, Network Switch, IPS, IDS, Firewall	Kindly clarify the number of Router, Network Switch, IPS, IDS, Firewall to be considered for configuration review. Additionally, confirm whether secure configuration documents are accessible for the devices in scope. If such documents are not available, should the service provider be responsible for creating them?	Please refer Annexure attached with pre-bid responses  SCD documents are available with the Bank
106	51	1.1 (e) Network Facility and Equipment Management Review of Network Device access control	Request you to confirm if service provider is expected perform effectiveness review of NAC solution apart from process review	Yes
107	51	1.1 (e) Network Facility and Equipment Management Review of regulatory requirements	Request you to kindly provide additional details from expectation of this area	Compliance of all regulatory guidelines needs to be checked w.r.t. Bank's Network
108	52	1.1 (f) Database Management System and Data security: Conduct an internal vulnerability assessment for reviewing the database security setting	Please clarify whether an internal vulnerability assessment is required for database servers. If so, kindly specify the number of servers to be included in the scope	Please refer Annexure attached with pre-bid responses
109	52	1.1 (g) Help Desk: Root cause analysis	Kindly clarify the expectations for the activity	Auditor needs to review whether RCA was done for helpdesk incidents as per Bank's guidelines.
110	53	1.1 (j) Inventory Maintenance License management Licenses for applications	Please confirm that this activity requires only a process review.  If not please specify the expectation for the activity	process review and gap w.r.t. Bank's guidelines
111	53	1.1 (k) Others Review of Day Begin and End process	Kindly clarify the expectations for the activity	process review to be done
112	54	1.1 (n) Staff Training Quality of Human resources /appointment process	Please confirm that this activity requires only a process review.  If not please specify the expectation for the activity	process review to be done
113	55	3. Security Operations Centre People Management.	Kindly specify the expectations for the activity	process review to be done
114	55	3. Security Operations Centre Review of NAC	Could you please clarify whether the expectation is for a comprehensive review of the entire NAC solution or as part of the broader SOC review, should the assessment should specifically focus on the network access monitoring and logging perspective.	comprehensive review of the entire NAC solution to be done
115	55	3. Security Operations Centre Review of SOC infrastructure/implementation of Security Tools	Kindly provide the count of the security tools to be considered in scope for the assessment	Please refer Annexure attached with pre-bid responses
116	56	Deliverables Provide re-designed network & security architecture along with technical specifications of network & security solutions based on the operational and business requirements of the Bank.	Kindly elaborate on the expectations regarding the deliverables	Auditor to verify the controls as per scope items and to submit the gap assessment report.

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
117	56	Deliverables Compliance testing report	Kindly specify the number of rounds required for revalidation before the final report submission	One time Compliance Audit Report need to be provided in addition to one pre-compliance audit report.
118	NA	NA General	We are currently engaged in the RFP process for the Empanelment of Service Providers for Conducting IS Audit of Applications/Systems, Migration Audit of Various Systems, and IS Audit Related Consulting Services (BCC:ISAUDIT:RFP:115/246). Please confirm our eligibility to continue participating in this RFP.	Yes
119	2	Important Dates Last Date of Submission of RFP Response	Request you to provide an extension to submit the response by 11 Dec 2023	No Change
120	15	a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point "Key Information on the RFP Response Submission". The Bank has	Request you to kindly confirm whether the bids need to be submitted physically or online through the GeM Portal ?	Online through GeM Portal only
121	49	Annexure 10 - Scope and Deliverables  Bank of Baroda intends to issue this RFP document for carrying out 'Comprehensive Audit of the IT Infrastructure implemented at the Bank's Data Centre, Mumbai, Disaster Recovery Centre, Hyderabad and Near Site, Mumbai. Data Centre may be in co-hosting model at Mumbai.	Request you to kindly confirm whether the assessment needs to be performed on site or remotely ?  In case of an onsite audit, request you to kindly confirm the locations that need to be visited for the same.	Onsite  Location details already shared in RFP itself.
122	50	<b>1.1 (b) Review of outsource of IT Operation (DC &amp; DR) in compliance with IS Policy</b> Review of information sharing by bank's DC/DR team with outsourced service provider team. Review of work authorisation system between outsourced service provider and bank's team	Kindly clarify whether the successful bidder is expected to directly interact with the outsourced service provider of the bank or is the bank responsible for providing all the requisite artefacts pertaining to the assessment being conducted from the service providers.  Also, kindly clarify whether any onsite visit to the bank's outsourced service provider is required as part of any of the scope items.	Yes, Bank will provide SPOC from bank side and will arrange meeting accordingly
123	50	<b>1.1 (d) Management of System Software</b> Review of Vulnerability Assessment process.	Request you to kindly elaborate the aforementioned requirement. Is the winning bidder required to carry out VA activities for the bank ?	Review of Vulnerability Assessment process.
124	51	<b>1.1 (e) Network Facility and Equipment Management</b> Review of Regulatory requirements	Kindly elaborate the regulatory clauses or guidelines mentioned in the aforementioned scope.	Compliance of all regulatory guidelines needs to be checked w.r.t. Bank's Network
125	51	<b>1.1 (f) Database Management System and Data security:</b> Conduct an internal vulnerability assessment for reviewing the database security setting	Kindly confirm our understanding that only process review of the vulnerability and threat management process is to be conducted.	Clearly mentioned in point 1.1 f of the scope of work



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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
126	55	<b>3. Security Operations Centre</b> Review of SOC infrastructure/implementation of Security Tools	Kindly confirm the details and count of the security tools within scope of work for this assessment	Please refer Annexure attached with pre-bid responses
127	56	<b>Deliverables:</b> Entity wise separate report will be submitted for Infrastructure Audit of DC, DR, NDR, BCP and ATM Switch & ATM Operations	Kindly confirm the total number of reports that are required to be submitted to the bank.  Also, kindly confirm whether any predefined report format needs to be followed while drafting the reports.	Bank of Baroda along with Bank's all (15+) international territories.
128	56	<b>Deliverables:</b> Compliance testing report	Kindly clarify the expectations from the contents of the aforementioned report mentioned as part of a deliverable in the RFP document	One time Compliance Audit Report need to be provided in addition to one pre-compliance audit report.
129	56	<b>Deliverables:</b> All observation should be created in Audit Automation System also.	Kindly confirm whether the aforementioned system is an internal system of the bank which must be leveraged during the audit.  Kindly clarify the method of audit and reporting (manual / automated). Also, kindly confirm the exact purpose and utility of the tool during the assessments at the bank.	Bank has Audit Automation System for Audit tracking and compliance monitoring and all observations should be entered into this system in addition to providing signed hard copy of the report.
130	40	Annexure 3.1, Point No. 2 SOC Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India	Request that you to modify the clause to below: SOC Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector in India	No Change
131	40	Annexure 3.1, Point No. 3 BCP Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector in India	Request that you to modify the clause to below: BCP Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / Private Sector / BFSI Sector in India	No Change
132	51	1.1 (e) Network Facility and Equipment Management	Please let us know if this will be on sample basis or vendor need to review all network devices. If no, please share the total count of network devices	Please refer Annexure attached with pre-bid responses
133	49	Annexure 10 – Scope and Deliverables 1.1 (a) IT Infrastructure in DC, DR & Near Site Service Provider shall carry out a review to ensure IT Infrastructure compliance with IT / IS Policy of Bank.	Request to ammend the clause to: "Service Provider shall carry out a review of IT Infrastructure compliance with IT / IS Policy of Bank. The bidder shall assess the compliance and provide recommendation, the mitigation / completion shall be the responsibility of bank or any Implementation agency appointed by bank.	No Change
134	49	Annexure 10 – Scope and Deliverables 1.1 (a) IT Infrastructure in DC, DR & Near Site Data Centre/Disaster Recovery Centre civil and interiors as per submitted layout	The mentioned point is with reference to civil infrastructure and may not be covered under the scope of the bidder. Request to ammend the clause and remove from scope.	No Change

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135	49	Annexure 10 – Scope and Deliverables	1.1 (a) IT Infrastructure in DC, DR & Near Site • Adequacy of server space in view of future requirement • Access control facility • Fire detection and prevention • Fire protection system for server rooms • Very Early smoke detection systems for server rooms • Water leak detection systems for server rooms • Electrical subsystem (main panel, cables, Power Distribution Unit (PDU) and earthing) • Review of Electrical Power requirement and availability. • UPS systems • DG sets and Control of fuel • Precision (computer room standard) Air-conditioning systems for server room • Air-conditioning system for other relevant areas of DC • Building management system software/hardware (should cover Access controls for Passkeys, Compartmentalization, Creation and Review of Logs, Identification and Escort Requirements, Use of Cages / Rooms etc.) • Closed circuit television system (CCTV) area for monitoring entry/exit points and strategic locations within the server room • Structured cabling system for functional areas as per layout • Environmental threat protection (Air Purifier, Humidity Control etc) • Review of operator awareness of physical security breaches • Review of safeguards to mitigate risks associated with earthquake and water related threats • Verification of Physical Security policy and review of authorisation documentation on file for each individual who has card access to the data centre • Review of License verification of all hardware, Software etc on entry and exit in DC/DR • Review of adequacy of physical Security (Guards, arms etc)	No Change
136	50	Annexure 10 – Scope and Deliverables 1.1 (d) Management of System Software Software acquisition, installation, maintenance, updation of patches/security updates, development, storage, and change management is as per IT Security Policy	We understand that the scope of the bidder is limited to the review of the mentioned points only. Please confirm.	Yes
137	55	Annexure 10 – Scope and Deliverables 3. Security Operations Centre Management and Monitoring of logs (i.e. trace log, CDCI Logs, fatal logs, archive logs, SU logs, Syslog, alert log, last log, application log, Security log, System log, File retention logs, file replication service log, DNS Logs, IDS log, AIPS Logs, event Log, access log, ISS log, AV Log etc)	We understand that the scope of the bidder is limited to the review of the mentioned points only. All the mentioned points are the responsibility of the Implementation Agency appointed by the bank. Please confirm.	Yes
138	55	Annexure 10 – Scope and Deliverables 3. Security Operations Centre •People Management. •Custom rule review and custom application integration. •Incident reporting and Management. •Security monitoring services.	We understand that the scope of the bidder is limited to the review of the mentioned points only. All the mentioned points are the responsibility of the Implementation Agency appointed by the bank. Please confirm.	Yes

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
139	56	<p>Deliverables                      ---                      Entity wise separate report will be submitted for Infrastructure Audit of DC, DR, NDR, BCP and ATM Switch &amp; ATM Operations.</p> <p>Reports will be published territory-wise &amp; Entity-wise.</p>	Request to provide detailed territory and entity list for the mentioned points. It will facilitate the bidder for better proposal.	Bank of Baroda along with Bank's all (15+) international territories.
140	50	<p>Annexure 10 – Scope and Deliverables                      1.1 (c) Management of Hardware in compliance with IT Policy.</p> <ul style="list-style-type: none"> <li>•Acquisition in DC/DR, installation, Upgradation, Movement, usage and disposal procedures</li> <li>•Server sizing processes - hard disk capacity, RAM, Processing power etc. as per requirements</li> </ul>	We understand that the scope of the bidder is limited to the review of the mentioned points only. Please confirm.	Yes
141	50	<p>Annexure 10 – Scope and Deliverables                      1.1 (d) Management of System Software</p> <ul style="list-style-type: none"> <li>•Software acquisition, installation, maintenance, updation of patches/security updates, development, storage, and change management is as per IT Security Policy</li> </ul>	We understand that the scope of the bidder is limited to the review of the mentioned points only. Please confirm.	Yes
142	50	<p>Annexure 10 – Scope and Deliverables                      1.1 (d) Management of System Software</p> <ul style="list-style-type: none"> <li>•OS patches are updated as and when released by vendor and control over patch management.</li> <li>•Changes in system software are controlled in line with the organization's change management procedures. Proper record is maintained and authenticated regarding installation, its up gradation, re-installation and maintenance.</li> </ul>	It may pose a challenge for the bidder to ensure OS patches upgradation in every system of the bank that is managed by the implementation agency or bank. It is possible only if a centralized management system is present under the bank for monitoring of the same. The bidder may review through the management system. Otherwise, request to amend and remove the point from the scope of the bidder.	No Change
143	50	<p>Annexure 10 – Scope and Deliverables                      1.1 (d) Management of System Software</p> <ul style="list-style-type: none"> <li>•Use of sensitive system software utilities is in controlled manner and it is monitored and logged</li> </ul>	We understand that the scope of the bidder is limited to the review of the mentioned point only. The responsibility of the same lies with the bank. Please confirm.	Yes
144	51	<p>Annexure 10 – Scope and Deliverables                      1.1 (e) Network Facility and Equipment Management</p> <ul style="list-style-type: none"> <li>•Firewall rule review and optimization</li> </ul>	We understand the optimization is under the responsibility of the bank or its designated implementation agency. The scope of the bidder is limited to review only. Please confirm.	Yes
145	51	<p>Annexure 10 – Scope and Deliverables                      1.1 (e) Network Facility and Equipment Management</p> <ul style="list-style-type: none"> <li>•Current network and security posture of the WAN architecture</li> </ul>	We understand the scope is limited to review of architecture and device installed only. The scope does not include configuration review or VAPT. Please confirm.	Review of Vulnerability Assessment process. Configuration review to be done for all the devices.

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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
146	51	Annexure 10 – Scope and Deliverables 1.1 (e) Network Facility and Equipment Management •IP addressing schemes and their allocations •Physical and logical separation of the networks •Network and security products and technologies deployed- Their usage and physical security	We understand that the scope of the bidder is limited to the review of the mentioned points only. Please confirm.	Yes
147	51	Annexure 10 – Scope and Deliverables 1.1 (e) Network Facility and Equipment Management •Availability and quality of system documentation	We understand the scope of the mentioned point is limited to review of existing system only. The bidder shall not be responsible for installation or procurement of any new system proposed by bank or any of its designated agency.	Yes
148	51	Annexure 10 – Scope and Deliverables 1.1 (f) Database Management System and Data security: •Use of Data Recovery System, Data Definition Language, Data Manipulation Language •Storage of duplicate copy of data definition and DRS at off-site •Monitoring of log of changes to the Data definitions	We understand the scope of the mentioned point is limited to review of existing system only. The bidder shall not be responsible for monitoring or ensuring the compliance which shall be the responsibility of bank or its designated agency.	Yes
149	51	Annexure 10 – Scope and Deliverables 1.1 (f) Database Management System and Data security: ---	Request to ammend the clause as: " <b>Review of Database Management System and Data security</b> " The scope of the bidder for the all the points mentioned under the heading shall be limited to review only.	No Change
150	52	Annexure 10 – Scope and Deliverables 1.1 (g) Help Desk: ---	Request to ammend the clause as: " <b>Review of Helpdesk</b> " The scope of the bidder for the all the points mentioned under the heading shall be limited to review only.	No Change
151	53	Annexure 10 – Scope and Deliverables 1.1 (h) Storage Management •Messages (incoming and outgoing) •Keys, certificates used for their encryption and authentication •Log files for various activities	Monitoring of the messages/ log files / encryption require dedicated manpower at all times and it shall be the responsibility of the implementation agency assigned by the bank. Request to remove the point from the scope of the bidder or ammend for sample sized assessment of the same.	No Change
152	53	Annexure 10 – Scope and Deliverables 1.1 (i) Media Storage •Procedures to assure that contents of its media library containing data are inventoried systematically, that any discrepancies disclosed by a physical inventory are remedied in a timely fashion and that measures are taken to maintain the integrity of magnetic media stored in the library.	The bidder may review the process of inventory. It is not feasible for the bidder the assess data sets individually from the media library. The scope may be limited to process review only.	Process to be reviewed

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<b>SN</b>	<b>Page No.</b>	<b>Existing Clause</b>	<b>Modification requested /Queries/ concerns</b>	<b>Bank's Reply</b>
153	53	Annexure 10 – Scope and Deliverables 1.1 (j) Inventory Maintenance •Checking for unauthorized software	It may pose a challenge for the bidder to asses every system of the bank that is managed by the implementation agency. It is possible only if a centralized management system is present under the bank for monitoring of the same. The bidder may review through the management system. Otherwise, request to ammend and remove the point from the scope of the bidder.	No Change
154	53	Annexure 10 – Scope and Deliverables 1.1 (j) Inventory Maintenance •Review of Antivirus •AMC of Hardware / Software	We understand that the scope of limited to review of licenses and warranty documents only. It may not be feasible for the bidder the assess every individual system. Please confirm on the same.	Process to be reviewed
155	53	Annexure 10 – Scope and Deliverables 1.1 (k) Others •Review of console log activity during system shutdown and hardware/software re-installation	The bidder shall review the same only if any such incident occurs during the tenure of the successful bidder. The scope shall be limited to review of capture of logs and the same shall be done through any exsting tool available with the bank. Please confirm the same.	Process to be reviewed
156	53	Annexure 10 – Scope and Deliverables 1.1 (k) Others •Review of Internet/e-mail •Review of antivirus/DLP Implementation •HIDS/ NIDS Log Monitoring	Request more clarity on the scope. It may not be feasible for the bidder the assess the mentioned activities. It may be removed from the scope of the bidder.	No Change
157	54	Annexure 10 – Scope and Deliverables 1.1 (l) Process Management Review •Review of SLA	We understand the scope is limited to review of SLA for the implementation agency for DC and DR only. The bidder shall not be responsible for any financial recommendation or payment to any third party agency appointed by the bank. Please confirm the same.	Yes
158	54	Annexure 10 – Scope and Deliverables 1.1(n) Staff Training ---	Request to mention the frequency and schedule for training as mentioned in the RFP.	auditor needs to verify whether competent training (system and cross-functional training) is being provided to Bank staff as per internal bank guidelines.
159	54	Annexure 10 – Scope and Deliverables 1.1(o) ATM Switch & ATM Facility Management, ATM Operations & ATM Back Office ----	We understand that the assessment will be based on the artefacts provide by the vendor. The bidder shall not be responsible for any gap of assessment in absence of any information from the vendor.  We understand that configuration review is not part of the scope of the mentioned point. Please confirm.	Auditor to verify the compliance based on evidences provided by the vendor. Auditor may also verify the same in the system
160	55	Annexure 10 – Scope and Deliverables 2. Business Continuity Plan & Disaster Recovery Planning: •Site Review (DRC/ Near Site)	Request to provide more clarity on the scope mentioned.	Auditor to provide gap wrt BCP Policy of Bank and industry best practices

Bank Responses to Pre-Bid Queries				
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SN	Page No.	Existing Clause	Modification requested /Queries/ concerns	Bank's Reply
161	38	Annexure 03 - Eligibility Criteria B. Financial 3.The bidder's Account should not have been declared as a Non Performing Asset (NPA) in the Books of any bank or financial institution.  A certificate to this effect should be obtained from the Auditor who has signed the Balance Sheet of the Bidders as on 31-03-2023	Request to ammend the clause as: <b>"A certificate to this effect should be obtained from the Auditor who has signed the Balance Sheet of the Bidders as on 31-03-2023</b>  <b>OR</b> <b>Self declaration from the authorized signatory from the bidder."</b>	No Change
162	38	Annexure 03 - Eligibility Criteria C. Technical 3. Should have conducted -1 - IT Infrastructure audit of Data Centre of Scheduled Commercial Banks having branches more than 3500 during last 3 years.Copy of Purchase Order and Client certificate / Agreements	During drafting of work orders or agreement, clients may not mention the number of branches in the document. Request to provide relaxation on the same for any scheduled commercial banks.	No Change

**NOTE:**  
As tender has been floated on GeM Portal and Bidders have to submit the bid online on GeM Portal only, hence GeM guidelines will supersede in case of any conflict in Bank's RFP terms and GeM Portal guidelines. In all other cases Bank's RFP terms and conditions will be final.

Annexure to Pre-Bid Responses		
Device Type /Components	Approx. Quantity	Platform
Servers	4000+	Microsoft Windows, HP Unix, Red Hat Linux, ESX, AIX, CentOS, Debian, OVF, Guardian
Data Bases	1000+	Oracle / Microsoft SQL Server/Sybase/Postgres
Network Devices	400+	Aristanetworks, Cisco, Citrix, H3C, HPE, Lenovo, RADWARE, Spectracom SecureSync, VERSA.
Security Devices	90+	Arbor, Barracuda, CHECKPOINT, Cisco, Citrix, FireEye, Fortinet, PaloAlt, Radware
Others	350+	Middlewares (WLS, OHS, MQ, BizTalk)