



**Request for Proposal for
Selection of Service Provider for Conducting
Comprehensive Audit of IT Infrastructure (Data
Centre/Disaster Recovery Centre/Near Site and
Security Operations centre)**

Date: 16th June 2020

RFP Reference: BCC:ISAUDIT:RFP:112/130

RFP for Appointment of Service Provider for Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre)

Request for Proposal (RFP) for Appointment of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of Bank of Baroda including eDena & eVijaya for FY 2020-21.

SN	Particulars	Timeline
1	RFP Issuance Date	16 th June 2020
2	RFP Co-ordinator	Ashok Jena
3	Telephone	022-66985284
4	Email id	rfp.isaudit@bankofbaroda.com
5	Address for Submission of Proposal	2 nd Floor, Baroda Corporate Centre C-26, 'G' Block Bandra Kurla Complex, Bandra East Mumbai 400051
6	Last Date of Written request for Clarifications Before the Pre-bid Meeting	5:00 PM on 23rd June 2020
7	Pre-bid Meeting	The queries will be replied through email by 5:00 PM 24th June 2020 Further remaining queries(if any) can be enquired telephonically between 10AM to 1PM on 25th June 2020
8	Last Date of Submission of RFP response	8 July 2020 // 3 PM 2 nd Floor, Baroda Corporate Centre C-26, 'G' Block Bandra Kurla Complex, Bandra East Mumbai 400051
9	Opening of Bid	8 July 2020 // 3:30PM 2 nd Floor, Baroda Corporate Centre C-26, 'G' Block Bandra Kurla Complex, Bandra East Mumbai 400051
10	Date of Technical Presentation	Eligible short-listed bidders may be invited for a presentation on the Technical Proposal at the discretion of the management. Date for the presentation will be communicated to the short-listed bidders; the Bank's decision is final in this regard.
11	Opening of Financial Bid	The Financial Proposals of only those who qualify in Technical Proposal will be opened. The date for opening of the Financial Proposal would be communicated separately only to those bidders who are eligible and Technically qualified.
12	Application Money	INR 20,000/- (Rupees Twenty Thousand Only)

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13	Proposal Security (Earnest Money Deposit or EMD)	INR 2,00,000/- (Rupees Two Lakh Only) By DD/ Pay order payable on Mumbai or by Bank Guarantee issued by Scheduled Commercial Bank other than Bank of Baroda and should be valid up to 30-11-2020 (in the format given in Annexure - 12.)
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Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

Bank means BOB, Bank of Baroda (including domestic operations, overseas operations, overseas and Indian subsidiaries and Associate Banks)
eDB means erst. Dena Bank
eVB means erst. Vijaya Bank
BCC means “Baroda Corporate Centre”
BST means “Baroda Sun Tower”
Recipient, Respondent and Bidder and Vendor means “Respondent to the RFP Document’.
Auditor/ Consultant would mean Auditing / Consulting firms, Service Provider
RFP means the “Current RFP Document”
ASP/ SP Means the “Application Service Provider”
DC Means the Bank’s Data Centre at Mumbai
DR, DRS Means Bank’s Disaster Recovery Site at Hyderabad
BFSI means Banking, Financial Services and Insurance
DRP Means the “Disaster Recovery Procedures”

Confidentiality

This document is meant for the specific use by the Firm/ person/s interested to participate in the RFP process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the Firms or any person acting on behalf of the Firms strictly adhere to the instructions given in the document and maintain confidentiality of information. The Firms will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to the confidentiality clauses.

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1 Introduction

1.1 Introduction and Disclaimer

Bank of Baroda hereby invites responses from competent and CERT-In empanelled Firms for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of Bank of Baroda including eDena & eVijaya for FY 2020-21. Contract may be extended subjected to post review in case same setup continues.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) for Appointment of Service Provider for the above assignment.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Firms identified by the Bank, after completion of the selection process as detailed in this RFP document.

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.3 Disclaimer

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

1.4 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient/ Respondent.

1.5 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.6 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of the Service Provider not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.7 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.8 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2 Terms of the RFP Response

2.1 RFP Response Submission

2.1.1 Application Money

Application Money as mentioned in "**Key Information on the RFP Response Submission**" by way of Demand Draft favouring 'Bank of Baroda', payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Firm where application money has not been furnished with the RFP response.

2.2 Registration of RFP Response

Registration of RFP response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation.

2.3 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date.

2.4 Appointment period

Post the evaluation process, the selected firm would be initially appointed by the Bank for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of Bank of Baroda including eDena & eVijaya for FY 2020-21. The contract may be extended further during FY2021-22 & 22-23, if required subjected to post review in case same setup continues..

2.5 Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries, if any relating to the RFP in writing via email on or before the last date of receiving request for clarifications as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on the Bank's website under Tenders section. However, the Bank will not answer any communication initiated by the Respondents beyond the dates provided in "**Key Information on the RFP Response Submission**".

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

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The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.6 Notification

The Bank will notify all the Respondents in writing immediately post completion of the RFP Evaluation on the outcome of the process. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.7 Disqualification

Any form of canvassing/ lobbying/ influence will result in disqualification at the sole discretion of the Bank.

2.8 Language

The RFP response prepared by the Firm, as well as all correspondence and documents relating to the RFP exchanged by the Firm and the Bank and supporting documents and printed literature shall be in the English language only.

2.9 Formats of Bids

The Firms should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the Firms have rendered their services for execution of similar assignments.

2.10 Timeframe

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.11 RFP Response Submission Details

Eligibility, Technical & Commercial Proposals shall be submitted in separate sealed envelopes as detailed below :

ENVELOP-1 (ELIGIBILITY-CUM-TECHNICAL EVALUATION)

This should contain the eligibility & technical proposal, Application fees, EMD & other supportive documents along with all relevant annexures. The envelop will be super-scribed :

**“ELIGIBILITY-CUM-TECHNICAL BID FOR BANK OF BARODA RFP:112/130 SUBMITTED BY
..... ON AT MUMBAI, DUE DATE”**

**CONTACT PERSON NAME:
EMAIL ADDRESS:
CONTACT NUMBER:**

The Envelop contain the following details of Bank Account To facilitate refund of EMD through NEFT :

**Bank A/c No.
A/c Name :
Bank Name
Branch name
IFSC Code and A/c Type of the firm.**

A masked copy of the entire price bid after masking the prices should accompany the Technical Bid. This envelope should also have the CD (PDF format) of the Technical Proposal submission.

ENVELOP-2 (COMMERCIAL QUOTE)

This should contain the commercial quotation. The envelop will be super-scribed :

“FINANCIAL BID FOR BANK OF BARODA RFP:112/130 SUBMITTED BY ON AT MUMBAI, DUE DATE”

ALL THE ABOVE ENVELOPS ARE TO BE SEALED AND KEPT INSIDE A MASTER ENVELOP super-scribing :

“SUBMISSION OF PROPOSAL FOR BANK OF BARODA RFP:112/130 SUBMITTED BY ON AT MUMBAI, DUE DATE”

Contact Mob - email-id:

The RFP response document should be submitted to the Bank in hard copy in sealed cover for evaluation of the Technical Proposal.

Only Bidders that fulfil all the eligibility criteria as mentioned in the **Annexure-3** are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria will proceed to the next stage of the Technical Evaluation. The Bank’s discretion on ‘Eligibility Criteria’ is final.

Note- All the support documents need to be submitted duly indexed / numbered sequentially.

Pre Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending bidders before the timelines specified.

2.11.1 Format for Technical Proposal

The Technical Proposal should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form. The suggested format for submission of the Technical Proposal is as follows:

1. Offer covering letter as per Annexure 1
2. Approach, Methodology and work plan as per annexure-4
3. Proposed Team Profile as per Annexure 5
4. Proposed List of Key personnel as per Annexure 6
5. Undertaking as per Annexure 8
6. Conformity with Hard Copy Letter as per Annexure 9
7. Conformity Letter as per Annexure 10
10. Comments on the Terms of Reference/ RFP
11. A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions, should be included in Envelope-1.

The Technical Proposals should be complete in all respects and should contain all information as specified in the RFP, with the exclusion of the Financial Proposal. The Technical Proposal should not contain any price information; any Firms disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. One hard copy of the Technical Proposal should be submitted and one soft copy (both in one closed envelope to the Bank marked as Hard Copy and Soft Copy respectively). The Technical Proposal should indicate the ideas, solutions and processes suggested for the assignment.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.

The RFP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Firm shall also be indicated on the sealed cover.

One copy of the masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Bidder as part of the commercial offer except that the masked price bid **should not contain any financial information**.

Format for Financial Proposal:

The Financial Proposal needs to be provided in the template provided in Annexure 7. The Financial Proposal should be submitted in the form of one hard copy only.

The Financial Proposal and Technical Proposals must be submitted separately in different envelopes. It is reiterated that if any envelope is found to contain both Technical

and Financial Proposals, such offers will be rejected by the Bank. Offer should not be conditional in any manner; any conditional Financial Proposal responses shall be rejected by the Bank.

The TWO SEPARATE sealed envelopes containing the Eligibility-cum-Technical Bid & Financial Bid must be submitted in a sealed master envelop to the Bank directly as under:

- Envelop-1 : Eligibility-cum-Technical (along with the Soft copy of technical proposal)
- Envelop-2 : Financial Proposal (2 copies marked as original & Duplicate)

IMPORTANT POINTS TO BE NOTED

- 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 nominated the RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped.
- d) All letters must be addressed to the RFP Co-ordinator.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, all the bids of the firm will be rejected. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.12 Earnest Money Deposit

The Firm will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the Bank in the section on **“Key Information on the RFP Response Submission”**. The Earnest Money Deposit is required to protect the Bank against the risk of the Firm’s conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft or Bank Guarantee favouring “Bank of Baroda” payable at Mumbai. Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a Firm may be forfeited by the Bank if the Firm withdraws its bid during the bid validity period.

Unsuccessful Firms who have not been selected–The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on EMD to Unsuccessful Firms.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, Government of India provisions shall be considered while evaluating the tender.

Security Deposit payable by the Successful Bid Winner – The Selected Firm has to deposit with the Bank an amount of 5% of the Contract Value towards security deposit for the entire period of the contract, within 15 days from the date of communication about selection as Firm by the Bank. The selected Firm's Earnest Money Deposit will be adjusted against the security deposit requirement. The EMD of the Selected Firm may be forfeited if the Selected Firm fails to furnish security deposit within 15 days from the date of communication about selection of the Firm by the Bank.

Performance Guarantee - If the contract is awarded, the bidder should furnish a Performance Guarantee (other than Bank of Baroda) as required by the Bank to the extent of 10% of the value of the order placed. The performance guarantee would be for the entire period of the contract plus 6 month.

2.13 Financial Proposal

The Financial Proposals should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, excluding GST. The Bank is not responsible for the arithmetical accuracy of the bid.

The Firm will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Firm. The Bank at a later date will not accept any plea of the Firm or changes in the commercial offer for any such assumptions.

Applicant should quote fees as per the format provided by the Bank while submitting the Financial Proposal as per Annexure 7.

3 Terms of Reference

3.1 Introduction and Overview

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Firms, hereafter called as "Bidders or Firms" to participate in the competitive bidding for Appointment of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of Bank of Baroda including eDena & eVijaya Bank for FY 2020-21.

Pursuant to Notification dated 02nd January 2019 of Govt. of India, erstwhile Vijaya bank & Erstwhile Dena Bank is amalgamated with Bank of Baroda w.e.f 01-04-2019. Now Bank of Baroda is one of India's largest banks with a strong domestic presence spanning 9447 branches supported by self-service channels, as well as 101 branches/ offices overseas including branches of subsidiaries, distributed spanning 22 countries. The Bank has wholly owned subsidiaries such as BOB Financial Services and BOB Capital. Bank of Baroda also has joint ventures for life insurance with India First Life Insurance and for asset management with Baroda Pioneer Asset Management. The Bank owns 98.57% in

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Nainital Bank. The Bank has also sponsored Regional Rural Banks. The Bank also holds stake in several companies which have been invested over the past few years.

BACKGROUND:

Post amalgamation, the operations of the amalgamated unit is being run from Setups located at various centres. Bank of Baroda has its Data Centre & Near Site at Mumbai and Disaster Recovery Centre at Hyderabad. The Data Centre & Near Site of eDB is at Mumbai & DR at Bangalore. For eVB, the Data Centre is located at Bangalore and DR at Mumbai maintained by SIFY. The detailed locations & address will be further shared with the selected firm.

The selected service provider is required to provide the service at the locations mentioned above. **The SP will be responsible as per the scope and timelines outlined in the RFP.**

Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

OBJECTIVES OF FLOATING RFP:

To improve the effectiveness of Controls in IT Infrastructure (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of Bank of Baroda, eDena & eVijaya by detecting violations and providing early warning signals about weaknesses and problems.

3.2 Purpose

The Bank, for this purpose, invites proposals from competent Firms who are interested in participating in this RFP and must fulfil the eligibility criteria mentioned under Annexure 03 and also in a position to comply with the technical requirement mentioned and submit the required proposal as per the RFP Apart from the above the Firm must also agree to all our terms & conditions mentioned under this RFP.

3.3 Project Scope & Deliverables

A description of the envisaged scope is mentioned in **Annexure-11**. Based on the contents of the RFP, the selected vendor shall be required to independently arrive at Approach and Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements.

The Bank expressly stipulates that the SP's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The SP shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

Bank will award the contract to the successful bidder and the bidder should deliver the services that are specified under the Technical Specifications – Annexure-11.

Bank of Baroda may at any time during the contract require the Bidder to revise the Services or Supplies including Completion Date. In an event of such nature, Bank of Baroda will request the Bidder to state in writing the effect such variation will have on the work schedule.

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The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request. Details of project deliverables are as mentioned in Annexure-11

4 Evaluation process

4.1 Opening of Eligibility & Technical Proposal

Proposals received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the firm, authorizing him to represent and attend the Bid opening on behalf of the firm.

4.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The eligibility of the firms will be evaluated as per the RFP terms of eligibility criteria. Further if the firm is found eligible, the proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed for opening of the Financial Bids to find “Highest scoring Firms” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

A list of the Proposed Team Leader with other team members to be deployed for the assignment to be furnished with details of Name, Age, Qualifications, Experience and location in Annexure 05. Kindly note that the team proposed in the Technical Proposal will need to necessarily be made available to the Bank for delivery assignment. During the course of the presentation, the Bank has the right to interview the personnel, to decide to deploy in the assignment or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment of the Auditor at any point of time.

4.3 Technical Proposal evaluation criteria

Bank may call for a presentation before the Selection Committee of the Bank by the eligible firms on their understanding of the key considerations for IT Infrastructure Audit of (Data Centre/ Disaster Recovery Centre/ Near Site and Security Operations centre) of Bank of Baroda, eDena & eVijaya Bank, proposed Methodology and Approach to be adopted for the Bank, and the proposed team. The technical capabilities and competence of the Firm should be clearly reflected in the write-up. The date and time of the presentations, if required will be notified by the Bank; no changes in the schedule will be entertained thereafter.

Based on the details submitted by the Firms in the Technical Proposal and the write up/presentation made by them before the Selection Committee of the Bank, the Technical Evaluation of the eligible Firms will be carried out as per annexure-3.1:

4.3.1 Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the selecting successful service providers. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified Firms using the following formula:

A score (S) will be calculated for all qualified bidders using the following formula:

$$[C_{low} / C * 100] * X + T(1 - X)$$

C stands for discounted rate arrived basis of commercial evaluation (please refer to Annexure 7);

C_{low} stands for the lowest discounted rate arrived basis of commercial evaluation.

T stands for technical evaluation score and

X is equal to 0.30.

The Firm securing the highest score becomes the successful Firm

For example –

#	Bidder	Technical Evaluation Marks (T)	Commercial Quote (C)	T * 0.70 (A)	[(C _{low} / C) x 100] * 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, C_{low} is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one bidder with equal highest score (S) up to three decimal, then number of decimal will be increased.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever

4.4 Eligibility cum Technical Proposal

Eligibility & technical criteria for the Bidder to qualify this stage is clearly mentioned in Annexure 03 & 3.1.

– Eligibility Criteria Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suit ability.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be

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in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Firms to this document and the Bank will not entertain any correspondence in this regard.

5 Terms and conditions

5.1 General

5.1.1 General Terms

The Bank expects the Firm to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Firm, the RFP shall be the governing document for arrangement between the Bank and the Firm.

The Bank expects that the Firm appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank, preferably from a single point.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Firm responses would not be incorporated automatically in the RFP.

5.1.2 Rules for Responding to this RFP

All responses received after the due date/time as mentioned in **“Key Information on the RFP Response Submission”** would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Firm to this RFP shall be binding on such Firm for a period of 180 days after opening of the bids.

All bid responses would be deemed to be irrevocable offers/proposals from the Firms and may be accepted by the Bank to form part of final contract between the Bank and the selected Firm. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Firm would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.

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

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required form at or partial submission of technical details.

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In case of discrepancy in soft copy and hard copy of the bids, the Firm agrees that Bank will consider 'ORIGINAL' hard copy as final and it will be binding on the Firm. The Bank in this case may also reject the offer outright.

The Firm at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Firm shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding Firm and its subsidiary
- b) Bids submitted by two or more Firms/ Partnership firms/ LLPs having common partners
- c) Bids submitted by two or more firms in the same group of promoters/ management
- d) any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.3 Price Bids

The firm is expected to quote Price in Indian Rupees for the professional services and out of pocket expenses, and excluding GST. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the Consultancy firm payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

5.2 Others

Bank reserves the right to withdraw this RFP/ cancel entire selection process at any time/ stage without assigning any reason.

Bank also reserves the right to change/ add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on its website.

If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.

No Commitment to Accept Lowest bid or any bid – bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Firm shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

By submitting a proposal, the Firm agrees to promptly contract with the Bank for any work awarded to the Firm. Failure on the part of the awarded Firm to execute a valid contract

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with the Bank will relieve the Bank of any obligation to the Firm, and a different Firm may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's corporate website (www.bankofbaroda.in) thereafter are final and binding on the Firms. In the event the Firm is not willing to accept the terms and conditions of the Bank, the Firm may be disqualified. Any additional or different terms and conditions proposed by the Firm would be rejected unless expressly accepted by the Bank in writing.

The selected Firm 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 Firm's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Firm's inability to meet the established delivery dates or any other reasons attributing to the Firm then that Firm will be responsible to compensate for any re-procurement costs suffered by the Bank.

The Firm represents that the Technical Proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the firm at no additional cost to the Bank.

The Firm also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Firm of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Firm to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Firm. The Bank shall not be responsible for any judgments made by the Firm with respect to any aspect of the Service. The Firm shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Firm covenants and represents to the other Party the following:

- a) It is duly incorporated, validly existing and in good standing under the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

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- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Firm shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Firm in preparation of the response to this RFP and also would not return the proposal documents to the Firms

The Bank will not bear any costs incurred by the Firm for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.3 Other RFP Requirements

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on the Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Firms shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be

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submitted to the RFP Co-ordinator mentioned in “**Key Information on the RFP Response Submission**”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank’s website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Firm, who posed the question, will remain anonymous.

Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Firms and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Firms for clarification of their offer. The Bank has the right to disqualify the Firm whose clarification is found not suitable to the proposed assignment.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of the contract. The Bank will not be obliged to meet and have discussions with any Firm, and/ or to listen to any representations unless there is change in the terms and conditions of the contract.

Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Fixed price– The Financial Proposal shall contain the commercial bid which shall be on a fixed fee basis including professional fee and out of pocket expenses.

Right to Alter Scope – The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract. Further the Firm agrees that the prices quoted by the Firm would be proportionately adjusted with such additions/ modifications/ deletions in scope.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

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The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim.

The selected Bidder shall perform its obligations under this RFP as an independent contractor to the Bank, and shall not be permitted to engage any subcontractors to perform any of the Deliverables or Services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

5.4 Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful Firms, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

5.5 Payment Terms

The auditor's fees will be paid in the following manner for each item/activity which is described in the Financial Proposal (**Annexure-7**):

1. 70% of the professional fee on the completion of the each of the following projects and submission of following reports of all 3 Entities i.e. BOB, EDB, and EVB:-
 - ❖ IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)
 - ❖ Business Continuity Plan & Disaster Recovery Planning
 - ❖ Security Operation Centre (SOC)
2. 30% of Payment after publishing of the Final Compliance Audit report of all 3 Entities i.e. BOB, EDB, EVB.

All invoices will be paid by the Bank within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is

resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

5.6 Sub-contracting

Sub-contracting is not permitted.

6 General Terms and Conditions

6.1 Dispute Resolution

The Bank and the Firm shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Firm, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank's project manager/ Co-ordinator and the Firm project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Firm and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Firm and the Bank, the Bank and the Firm have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction there of or having jurisdiction in Mumbai.

6.2 Governing Laws

The RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of India, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing/ dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address) .

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The Firm shall not be liable for forfeiture of its performance security, liquidated damages, penalties 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.

For purposes of this Clause, “Force Majeure” means an event explicitly beyond the reasonable control of the Firm and not involving the Firm’s fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

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

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

6.5 Assignment

The Firm agrees that the Firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the Firm’s affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Firm under this RFP.

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further

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exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

6.7 Confidentiality

Separate Non-Disclosure Agreement (NDA) will be signed by successful bidder.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Firm and the Bank.

6.8 Termination

The Bank shall have the option to terminate subsequent agreement and/ or any particular order, in whole or in part by giving Firm at least 90 days prior notice in writing. It is clarified that the Firm shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Firm breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within forty five (45) Days after Bank gives written notice; or
- If such breach is not of the type that could be cured within forty five (45) Days, failure by Firm to provide Bank, within forty five (45) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

The Firm understands the strategic importance of this Assignment and that it would require tremendous commitment of technical resources for the same from the Firm for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Firm shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, the Bank shall pay to Firm, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;
Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the Firm shall immediately be terminated.
- Upon the Bank's request in writing, the Firm shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the Firm to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 Publicity

Any publicity by the Firm in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

6.10 Solicitation of Employees

The Firm during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

6.11 Inspection of Records

All Firm records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination accordingly.

6.12 Compliance with Laws

The Firm shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the Firm.

The Firm shall promptly and timely obtain all such consents, per missions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the assignment, and in the event of any failure or omission to do so, shall

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indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Firm.

The Firm is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 Order Cancellation

The Bank will provide the selected Firm a remedy period of 45 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Firm through a letter or mail correspondence. The 45 day time period will commence from the day the Bank has sent such correspondence to the selected Firm.

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

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Firm.
- Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the Firm make good the situation within the remedy period
- The selected Firm commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Firm becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Bank to the selected Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the selected Bidder.

6.14 Indemnity

The Firm shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- The Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by the Firm under this RFP; and/or
- an act or omission of the Firm and/or its employees, in performance of the obligations under this RFP; and/or

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- claims made by employees who are deployed by the Firm, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Firm to its employees
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Firm under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Firm contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Firm or its employees.

Indemnity would cover damages, loss or liabilities actually suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Firm which is limited to the contract value /total fee quote.

In the event of bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the BOB, Bank has the right to recover the amounts due to it under this provision from any amount payable to the successful bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP / subsequent agreement.

6.15 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Firms/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Firms (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a Firm ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, to be awarded a contract if at any time it determines that the Firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.16 Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Firm from committing any violation or

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enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.17 Authorized Signatory

The selected Firm shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Firm shall submit, at the time of signing the contract, a letter signed by all the partners, authorizing an official or officials of the Firm or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Firms shall furnish proof of signature identification for above purposes as required by the Bank.

6.18 Non-Disclosure Agreement

The selected Firm shall execute a Non-Disclosure Agreement (NDA) and Service level agreement (SLA). The selected Firm shall execute the NDA & SLA within 30 days from the date of acceptance of letter of appointment.

6.19 Right to Reject Proposals

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through e mail / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

6.20 Limitation of Liability

1. The Firm's aggregate liability, in connection with obligations undertaken as a part of this Assignment, whether arising under this assignment regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be limited to the total contract value/total fee quote.
2. The Firm's liability in case of claims against the Bank resulting from its wilful misconduct or gross negligence, or loss suffered by Bank due to damage to real or tangible or intangible property by Service Provider, its employees and/ or

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subcontractors or loss suffered by Bank, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Firm shall be actual.

3. Under no circumstances, Bank shall be liable to the Firm for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages.

6.21 Insurance & Penalties

The Firm should obtain Professional Liability Insurance to cover the risk of errors, omissions and/or negligence in conducting the audit activity. The policy should cover the total contract value/total fee quote.

- a) The Auditor / firms shall indemnify the Bank against all actions, omissions, proceedings, claims, suits, damages, liquidated damages, consequential damages and any other expenses for causes attributable to the Auditor / firm including any loss suffered on account of any breach of the terms and conditions of the offer of the appointment. Firm shall be liable for the penalty to the extent of actual loss suffered by the bank or the total professional fee payable/ total contract value whichever is lower.
- b) If the performance is found wanting, then the services of the Auditors shall be terminated / blacklisted with due intimation at the discretion of the Bank and such Audit Firms shall stand de-empanelled. This is without prejudice to referring the issues to the respective professional body (CERT-In and also to RBI) and also claim damages for such unsatisfactory service, whatsoever by the firm or any of its employees.
- c) The Audit Firm shall follow the time norms for completing the Audit and submitting the Audit Report. If there is any weekly delay in submission of the report or the report is wanting in material aspect 2% of the Yearly Audit Fee will be deducted per occasion without any further reference. The deduction will be revised upward to 5% 2% of the Yearly Audit Fee, if the deficiency continues for more than 2 weeks. However it is the responsibility of the successful bidder to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Service Provider shall not dispute the same.
- d) If the successful bidder fails to complete the due performance as per this RFP and subsequent agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages 15% of contract value.
- e) Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- f) If the Service Provider fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another service provider as per choice of BOB and Service Provider shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

7. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incident al thereto) or damage, (Whether foreseeable or not) (“Losses”)

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suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

Annexure 1 –Technical Proposal Covering Letter

(This letter should be on the letterhead of the Vendor duly signed by an Authorized Signatory as per Board Approval)

To,
The Assistant General Manager
(IS Audit Cell), Bank of Baroda
C-26, G-Block, Baroda Corporate Centre,
2nd floor, IS Audit Cell, BKC, Mumbai-400051

REF: Your RFP: BCC: ISAUDIT: 112/130 dated

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Yours faithfully,

Authorized Signatory as per Board Approval

Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Date:

Annexure 2 – Letter of Authorization to Bid

To,

Asst. General Manager (IS Audit)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: Your RFP: BCC: ISAUDIT: 112/130 dated

This has reference to your above RFP for Appointment of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre) of BOB including eDena & eVijaya for FY 2020-21.

Mr / Ms..... is hereby authorized to submit the bid documents and to sign the contract on behalf of our organization for all the services required by the Bank as called for the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorized above has digital signatures and confirm that all the prices quoted by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the firm till RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Firm against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Firm in its proposal

Annexure 03 - Eligibility Criteria

S.No	Eligibility Criteria	Supporting Documents	Page No Ref
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years as on 31.03.2020.	Documentary Proof to be attached (Certificate of Incorporation)	
2	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.	Letter of confirmation from Bidder.	
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs).	Letter of confirmation from Bidder.	
B	Financial		
1	The Bidder must have registered a turnover of 30Cores or above (from Indian Operations only) in each year during the last three completed financial years–2016-17, 2017-18 & 2018-19* (Not inclusive of the turnover of associate companies)	Audited Financial statements for the financial years 2016-17, 2017-18& 2018-19*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	
2	The Bidder must be Net profit making entity (from Indian operations only) continuously for the last three years that is financial years –2016-17, 2017-18 & 2018-19.	Audited Financial statements for the financial years 2016-17, 2017-18& 2018-19*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	
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 31-03-2019	
C	Technical		
1	The Bidder/OEM to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder	Letter of confirmation from Bidder/OEM.	
2	The bidder should be empanelled by CERT-In as Information Security Audit Organization and should remain in panel upto 31 st March, 2021 i.e. during the currency of contract	Copy of Certificate	

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3	Should have conducted -2- IT Infrastructure audit of Scheduled Commercial Banks during last 5 years.	Copy of Purchase Order and Client certificate / Agreements	
4	Must not be application implementer/Solution providers, assistance providers for implementation with an alliance with System Integrator / System Implementer of eDB / eVB/ BOB	Self-declaration	
5	The Bidder/OEM should have at least -05- professionals having valid certification of CISSP/CISA/CISM as full time employee and experience of at least 3 years.	Details to be provided in the annexure - 14	

Note: For the purpose of evaluation, 'scheduled commercial banks' in India excludes Regional Rural Banks and Co-operative Banks.

Authorized Signatory as per Board Approval

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 3.1 Technical Scoring Criteria

S N	Criteria	Evaluation Parameters	Max Score
1	Infrastructure Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India, Govt Institutions / BFSI Sector other than Bank in India.	-5- Marks- For each Infrastructure Audit completed per scheduled commercial Bank per year -2- Marks- For each Govt Inst / BFSI Sector	25
2	SOC Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India.	-2- Marks- For SOC audits conducted per Bank per year	10
3	BCP Audits completed (In the last 5 years) in any Scheduled Commercial Bank in India.	-1- Marks- For BCP audits conducted per Bank per year	5
4	No. of Full Time Employee (CISA/CISSP/CISM) available for IS Audit in Organization	-1- Marks- For each Resource	15
5	No. of Full Time Employee (CISA/CISSP/CISM/CEH/DISA/CCNA/ORACLE Certified) proposed to be deployed in this project (Annexure-5)	-2- Marks- For each CISA/CISSP/CISM Resource -1- Marks- For each CEH/DISA/CCNA/ORACLE Certified Resource (Max. 5)	15
6	Presentation cum interview to assess Methodology & Approach	Demonstration of in-depth understanding of the scope of the assignment. Recommendations for improvements in-line with global practices.	15
		Methodology & Approach by Presentation & interactions	15
TOTAL MARKS			100

For Sr1-3: Assignment/ Work order copy should be provided by the firm

For Sr4: A separate list of employees (Annexure-14) indicating their qualification should be provided

Note: For the purpose of evaluation, 'scheduled commercial banks' in India excludes Regional Rural Banks and Co-operative Banks.

Annexure 3.2 Detailed Profile

Date:

To

Asst. General Manager (IS Audit)
 Bank of Baroda
 Baroda Corporate Centre
 Bandra Kurla Complex
 Bandra (E), Mumbai 400 051

Bank of Baroda

SUB: Your RFP: BCC: ISAUDIT: 112/130 dated

Having examined the above RFP including all Annexure, the undersigned submit following information and supporting document for technical evaluation.

COMPANY DETAILS	
Year of establishment of company	
Location of Registered Office	
Turnover of the firm (in crores) (Not inclusive of the turnover of associate companies)	2016-17 : 2017-18 : 2018-19:
Net profit in lacs (from Indian operations only)	2016-17 : 2017-18: 2018-19:
CERT-In empanelment valid till	
No of Fulltime employees	
No of Part-time employees	

Experience – Infrastructure Audits (Last Five Years)		
Organisation / Company Name	From – To Date	Location
1.		
2.		

Assignment /Work order copy is attached herewith

Experience – SOC Audits (Last Five Years)		
Organisation / Company Name	From – To Date	Location
1.		
2.		

Assignment /Work order copy is attached herewith

Experience – BCP Audits (Last Five Years)		
Organisation / Company Name	From – To Date	Location
1.		

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2.		

Assignment /Work order copy is attached herewith

Employees with professional certificate in the Firm
No of Full time CISA/CISSP/CISM :
No of Full time CEH/DISA/CCNA/ORACLE Certified employees :

Employees with professional certificate to be deployed in the project:
No of Full time CISA/CISSP/CISM :
No of Full time CEH/DISA/CCNA/ORACLE Certified employees :

Copy of Professional qualification certificates attached

Signature of the Authorized Signatory as per Board Approval

Name:
Designation:
Name of the Firm:
Address:

Annexure 4 –Approach, Methodology and Work Plan

The Firm should submit the Approach, Methodology and work plan in one integrated document. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. The work plan should also cover ideas and ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of the Bank's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope and time lines are as defined in the RFP.

Annexure 5 – Team Profile

Sr No	Name of Proposed Engagement Manager/ Proposed Team Member	Prof. Qual.	Certifications/ Accreditations	IS audit expertise (Mention if he has worked in Banks earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved in Public Sector Banks in India

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory as per Board Approval

Name:

Designation:

Name of the Firm:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.

Annexure 6 – Proposed List of Key Personnel

The list should include the team leader and key team members with their proposed role in the assignment

Sr. No.	Name	Age	Qualification	Present Location	Experience relevant to RFP	Proposed role in the Assignment

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Signature of the Authorized Signatory as per Board Approval

Name:

Designation:

Annexure 7 – Financial Proposal Format

Commercial Bid Format

Sr. No.	Major Activities	Major Activities	Cost (inclusive of all applicable taxes except GST) A	GST B	Total C = A+B
1.	Entity-1 (BOB)	IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)			
		Business Continuity Plan & Disaster Recovery Planning			
		Security Operation Centre (SOC)			
		Subtotal Entity-1(BOB)			
2	Entity-2 (eDB)	IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)			
		Business Continuity Plan & Disaster Recovery Planning			
		Security Operation Centre (SOC)			
		Subtotal Entity-2 (eDB)			
3	Entity-3 (eVB)	IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)			
		Business Continuity Plan & Disaster Recovery Planning			
		Security Operation Centre (SOC)			
		Subtotal Entity-3 (eVB)			
Grand Total (Entity1 + Entity2 + Entity3)					D

Note:-

- The TCO will be calculated on the total value of “D”
- Contract may be extended for next Financial Year at same rate in case existing setup continues.
- Minimum 2 Resources to be provided for each entity and Team leader should be CISA / CISSP qualified.

Please also furnish the following:

1. Average cost per man-day (in INR) :

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2. Rate per man-day for Senior Resource (in INR) :
3. Rate per man-day for other Resources (in INR) :
4. Rate per man-day external site duty (Composite Rate) :

The process quoted above should be inclusive of all taxes, levies, cess and duties etc. Except GST. GST is payable on actual basis.

Annexure 8 – Undertaking

(This letter should be on the letterhead of the bidder duly signed by an Authorized Signatory as per Board Approval)

To

Asst. General Manager (IS Audit)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Ref: BCC: ISAUDIT: RFP: 112/130 dated:_____

Sir,

Sub: RFP for Appointment of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre) of BOB, eDB & eVB.

Having examined the RFPs including all Annexure and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the terms mentioned in the Request for Proposal” and the other schedules of requirements and services for Bank of Baroda in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We agree to abide by this Financial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 5) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

Annexure 9 – Declaration for Conformity with Hardcopy Letter

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

To

Asst. General Manager (IS Audit)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Ref: BCC: ISAUDIT: RFP: 112/130 dated:_____

Sir,

Sub: RFP for Appointment of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre) of BOB, eDB & eVB.

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. here in after referred to as "**RFP**") issued by Bank of Baroda ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory as per Board Approval

Name:

Designation:

Name of the Firm:

Address:

Annexure 10 –Conformity Letter

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

To

Asst. General Manager (IS Audit)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Ref: BCC: ISAUDIT:RFP:112/130 dated:_____

Sir,

Sub: RFP for Appointment of Service Provider for Conducting Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre) of BOB, eDB & eVB.

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Signature of the Authorized Signatory as per Board Approval

Name:

Designation:

Name of the Firm:

Address:

Annexure 11 – Scope and Deliverables

Scope Document of Bank of Baroda in respect of Comprehensive Audit of IT Infrastructure

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. It also include DC and DR of eDB and eVB at Mumbai and Bangalore.

Review / Audit of:

1. IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)
2. Business Continuity Plan & Disaster Recovery Planning
3. Security Operation Centre (SOC)

1. IT INFRASTRUCTURE

1.1 (a) IT Infrastructure in DC, DR & Near Site

SP shall carry out a review to ensure IT Infrastructure compliance with IT / IS Policy of Bank. An indicative but not exhaustive list of activities as listed below:

- Data Centre/Disaster Recovery Centre civil and interiors as per submitted layout
- 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)

1.1 (b) Review of outsource of IT Operation (DC & DR) in compliance with IS Policy.

- Review the segregation of duties
- Review of Privileged Identity Management
- Review of adequacy of staff
- Review of reporting responsibility and periodicity of report
- 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
- Access Control, Customer Data Privacy & Confidentiality.

1.1 (c) Management of Hardware in compliance with IT Policy.

- Acquisition in DC/DR, installation, Upgradation, Movement, usage and disposal procedures
- Server sizing processes - hard disk capacity, RAM, Processing power etc. as per requirements
- Review of procedures to proactively manage the servers, which would alert the administrator as, and when service of the DC/DR reaches the defined threshold before the failure occurs on the servers or devices to ensure uptime of the Data Center
- Review of Preventive maintenance process
- Review of Backup procedures
- Study of Asset Management policy / Procedures

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
- Review of Setup and maintenance of operative system parameters. Verification with Secured configuration documents.
- To Review Setting of various parameters in Applications, updates thereof and actual working of them as intended and accurately.
- All the relevant security features available in the OS are enabled/ taken advantage of as far as possible
- Review of User Controls, Retention, Changes, Hard coded use of root / administrative, generic and other Sensitive IDs and passwords.
- Vulnerabilities in OS are being taken care off. Compensatory controls for known vulnerabilities are in place
- Review of Operating system and Database Hardening and document verification of OS/DB Hardening.
- OS patches are updated as and when released by vendor and control over patch management.
- Changes in system software are controlled in line with the organization's change management procedures. Proper record is maintained and authenticated regarding installation, it's up gradation, re-installation and maintenance.
- Review of change Management Process, reporting and measuring effectiveness identifying areas of improvements
- Use of sensitive system software utilities is in controlled manner and it is monitored and

logged

- Review of compliance of existing change management process of updating the document after Change Management process has compliance status.
- Review of Performance monitoring (including Virtual Servers)
- Review of file permissions

1.1 (e) Network Facility and Equipment Management

- Overall Network management
- Firewall rule review and optimization
- Review of Network device configurations
- Review of Network device access control
- Review of NAC
- Network design- provides security, scalability, redundancy
- Review of IPv6 implementation and further readiness
- Network cabling is structured
- Current network and security posture of the WAN architecture
- 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
- Review of switches, routers configuration, scalability and port management.
- Network bottlenecks and performance issues
- Availability and quality of system documentation
- IP Sec implementation / any other network level encryption.
- Real-time monitoring of network traffic, which involves packet capture and analysis.
- Review of procedures adopted for:
 - Secured transmission of data through dialup / leased line/ VPN/VSATs etc.
 - Bandwidth management
 - Uptime of network- it's monitoring as per service level agreement
 - Fault management
 - Capacity planning
 - Configuration Management
 - Performance management etc
- Legal and Regulatory requirements
- Evaluate their installation, placement, configuration, security, policies defined in respective equipment for meeting the security requirement of the LAN and WAN and monitoring of their logs.
- Hardening of the equipments like Router, Network Switch, IPS, IDS, Firewall.
- Network Vulnerabilities and Threat Management.

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

RFP for Appointment of Service Provider for Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre)

- Procedures to ensure that all data are classified in terms of sensitivity by a formal and explicit decision by the data owner and necessary safeguards for its confidentiality, integrity and availability are taken as per IT Security Policy.
- Logical access controls, which ensure the access to data is restricted to, authorized users.
- Confidentiality and privacy requirements are met
- Authorization, authentication and access control are in place
- Segregation of duties is ensured for accessing data
- Purging, Retention and archival of Data Files
- Review of how the database integrity is ensured in case tables are not properly updated by application software due to various reasons i.e. break in link, bug in software etc. In case of direct Updation/modification of database is done by opening the tables in live environment, evaluate the controls
- Protection of Sensitive Information during Transmission and Transport
- Separation of duties
- Rotation of duties
- Impact of backend updates
- Conduct an internal vulnerability assessment for reviewing the database security setting
- Audit-ability both at client side and server side including sufficiency and accuracy of event logging, SQL prompt command usage, Database level logging etc.
- Recovery, rollback and restart procedures
- Audit the data base systems security through automated security scans and manual reviews.
- To review table, partitioned and indexing etc structures are as per application software requirements.

1.1 (g) Help Desk:

- Helpdesk facility, which provides first-line support and advice
- Prioritization of reported problems/calls
- Timely resolution of reported problems
- Problems and incidents are resolved, and the cause investigated to prevent any recurrence
- Incident handling
- Trend analysis and reporting
- Development of knowledge base
- Root cause analysis
- Problem tracking and escalation with proper documentation
- Existence & maintenance of Audit trails of problems and solutions
- Management/ operations of Help Desk for monitoring, managing and reporting the faults, configuration, performance and accounting of the Bank's Wide Area Network, Servers installed in Data Centre and other locations across the network.
- Application support calls and its resolution

1.1 (h) Storage Management

- Retention, purging/archival periods and storage terms are defined for:

- Documents
- Data
- Programs
- Reports
- Messages (incoming and outgoing)
- Keys, certificates used for their encryption and authentication
- Log files for various activities
- Policy and Procedures for purging of data
- Storage Technology Audit

1.1 (i) Media Storage

- Responsibilities for media (magnetic tape, cartridge, disks and diskettes) library management are assigned to specific members of the IT functionary
- Housekeeping procedures are designed to protect media library contents
- Standards are defined for the external identification of magnetic media and the control of their physical movement and storage to support accountability
- 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.
- Review of media handling process and Media movement log
- Review of periodic Media testing and Offsite backup
- Review of labelling process of media storage

1.1 (j) Inventory Maintenance

- Controls, which identify and record all IT assets and their physical location, and a regular verification programme which confirms their existence
- IT assets classification
- Checking for unauthorized software
- Software storage controls
- License management
- Licenses for applications
- Review of insurance, ESCROW
- Disposal of obsolete inventory
- Review of Antivirus
- AMC of Hardware / Software

1.1 (k) Others

- Review of console log activity during system shutdown and hardware/software –re-installation
- Review of Operational procedure for Data centre
- Review of Documented processes related to Data Centre
- Review of Day Begin and End process
- Personnel scheduling- Shift hand-over process

- Review of operator log to identify variances between schedules and actual activity
- Use of Internet/e-mail
- Review of remote desk top Management/Net meeting/FTP/SFTP etc.
- Review of antivirus/DLP Implementation
- HIDS/ NIDS Log Monitoring

1.1 (l) Process Management Review

- Review of Installation Procedure
- Review of Maintenance Procedure
- Review of Release Procedure
- Review of User Management procedure
- Review of Tracking Procedure
- Review of Handover procedure
- Review of Incident Management Procedure
- Review of Change Management Procedure
- Review of Anti Phishing Monitoring Process
- Review of SLA

1.1 (m) Domain Controller / AD (Domestic / International)

- Review to ensure that all Windows Servers are under Domain
- Review of USB Policy application
- Review of Administrator ID being used by branches to login into Bank Domain

1.1 (n) Staff Training

- Personnel procedures and responsibilities including system and cross-functional training
- Segregation of duties
- Quality of Human resources /appointment process

1.1(o) ATM Switch & ATM Facility Management, ATM Operations & ATM Back Office

- Review of ATM Switch Operations including Audit of Outsourced Switch Maintenance vendor & review of the outsourcing arrangement (SLA) in totality vis-à-vis RFQ terms.
- Adequacy of Operational Security features through Access Control, User Rights, Logging, Data integrity, Accountability, Auditability etc. at the ATM Switch/Mobile Banking Services.
- ATM Process Audit comprising ATM Operational Controls, Consortium issues, Reconciliation, ATM Cash Management etc.
- Analysis/Verification of Audit Logs /Audit Trails of Transactions, Exception List, Incident management report etc.
- Adequacy of contingency arrangement (fall-back / fail over procedures, Redundancy & Back-up) in the event of System Breakdown/Failure w.r.t Recovery/Restart facilities, Diagnostics for identification, Protection of Data, Backup facilities.
- Verification of the detailed security procedures & processes of the ATM Switch vendor.
- Analysis of Incident Management/ATM Monitoring Database/Reports/Logs etc. generated & their resolution.

- 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.

1.1(p) Reconciliation System & Process Audit

- Review of reconciliation process of RTGS/NEFT, IMPS/UPI/NACH/ECS/CTS/Internet Banking / Debit Card/Credit Card / Online ecommerce /AePS/ePDS /mPAY/Micro ATM/KIOSK-FI Transactions/ATMs and m-Commerce transactions as per RBI/NPCI/CTS etc., guidelines.
- Adequacy of audit trail, history, dispute management mechanism

2. Business Continuity Plan & Disaster Recovery Planning:

Service Provider would be required to review Bank's BCP and DRP to validate BCP/DRP in terms of its adequacy, effectiveness, efficiency, activation ability and reliability taking into consideration.

- Review of DRP Process
- Site Review (DRC/ Near Site)
- Review Business Flows
- Review of Resource priority for recovery and recovery time objectives
- Review of Business Continuity Strategy
- Review of adequacy Disaster Recovery Plan and Business Continuity Plan
- Review of BCP & DRP for DC/DR
- Review of achieved vs. projected result
- Review of process of business continuity objective
- Review of submission of test result to board
- Identify Individual Point of failure

3. Security Operations Centre

- Review of SOC infrastructure/implementation of Security Tools
- Review of SOC processes.
- Review of SOC charter document, SOC KPI and Metrics.
- 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)
- Review of Manpower, Training and Knowledge Management.
- People Management.
- Review of Outsourcing services of SOC.
- Review SLA Management process For SOC
- Review the configuration parameters

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- Custom rule review and custom application integration.
- Incident reporting and Management.
- Security monitoring services.
- Security analysis and forensics and Threat intelligence.
- Review of reporting responsibility and periodicity of report
- Review of work authorisation system between outsource service provider and bank's team
- Access Control, Customer Data Privacy & Confidentiality

Broad Details of the systems are given below:

Entity	Device Type/Components	Quantity	Platform
Entity-1 (BOB)	Servers	2720	Microsoft Windows, HP Unix, Red Hat Linux
	Data Bases	626	Oracle / Microsoft SQL Server/Sybase
	Network Devices	339	Cisco , HP, Radware, Big IPF5
	Security Devices	33	Cisco , Checkpoint
	Others		NA
Entity-2 (eDB)	Servers	302	Microsoft Windows, HP Unix, Red Hat Linux
	Data Bases	357	Oracle / Microsoft SQL Server
	Network Devices	90	Switch, Router
	Security Devices	28	Firewall, ATP
	Others	51	Tape Library, San Switch, Storage
Entity-2 (eVB)	Servers	316	Sun Solaris / Windows & Linux ETC
	Data Bases	100	Oracle / Microsoft SQL Server/Sybase
	Network Devices	127	NA
	Security Devices	9	NA
	Others	40	Tape Library, San Switch, Storage

Please note that the Application & Database servers are counted in both sections Servers section & Database section.

Please note that the list provided above is the tentative list. There may be 10% increase in list provided. SP should keep provision for the same while bidding.

Deliverables

During the course of review, the SP will suggest the following in addition to other critical observation/ methods/ improvements as deemed fit from the point of view of the SP professional experience for each of the services mentioned above:

- Ways to secure the existing Networks & any new networks being merged / created
- Provide re-designed network & security architecture along with technical specifications of network & security solutions based on the operational and business requirements of the Bank.
- All observations will be thoroughly discussed with process owners before finalization of report.

RFP for Appointment of Service Provider for Comprehensive Audit of IT Infrastructure (Data Centre/Disaster Recovery Centre/Near Site and Security Operations centre)

- **Entity wise separate report will be submitted for Infrastructure Audit of DC, DR, NDR and BCP.**
- **Reports will be published territory-wise & Entity-wise.**
- **A separate report for SOC will be submitted which should be further bifurcated into territory wise / Entity Wise.**
- **Reports will be submitted as soft copy (password protected) in doc and pdf format as well as in signed hard copy.**
- All reports will be prepared with the following information:
- Gaps, deficiencies, vulnerabilities observed – specific observations should be given with details
- Risk associated with Gaps, deficiencies vulnerabilities observed
- Category of Risk – High/Medium/Low
- Recommendations/ Procedures for removing Gaps, deficiencies, vulnerabilities observed
- Preparation of Final testing Report with areas of improvement
- Compliance testing report

ANNEXURE -12- Bid Security Guarantee

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To:

Bank of Baroda
Mumbai

WHEREAS (Hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the RFP Ref NO: 112/130 (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (Name of bank) of (Name of country) having our registered office at (Address of bank) (hereinafter called "the Bank") are bound unto Bank of Baroda (hereinafter called "the Purchaser") in the sum of Two Lakhs (200,000/-) for which payment will and truly to be made to the said Bank of Baroda (the Purchaser) the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this day of, 20.....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by Bank of Baroda (the Purchaser) during the period of bid validity :
 - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay Bank of Baroda (the Purchaser) up to the above amount upon receipt of its first written demand, without Bank of Baroda (the Purchaser) having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) This guarantee shall be valid only up to..... (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) The total liability of Bank under this guarantee shall be limited to Rs. /- (Rupees only).

Place:

SEAL

Code No.

SIGNATURE

Note:

1. Bidder should ensure that the seal and code No. of the signatory is put by the Bankers, before submission of BG.
2. Stamp paper is required for the BG issued by the Banks located in India.

Annexure 13-Performance Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Assistant General Manager (IS Audit Cell)
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's Office at and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)through our local office at India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./- (Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and

meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager
Seal and Address

A N N E X U R E 14 – Details of Certified Employees

Sl. No.	Name of Employee	Date of Joining	Certifications / Accreditations CISA / CISSP/CISM

Documentary proofs are to be enclosed to substantiate the claim made.

Authorized Signatory as per Board Approval

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

ANNEXURE- 15 :

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“**NDA**”) is made at Mumbai this _____ day of _____ 2020

BY AND BETWEEN

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as “Consultant”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

BOB and Consultant, shall hereinafter be individually referred to as first Party and second party collectively referred to as “Parties”.

RECITALS

WHEREAS:

1.

BOB pursuant to its working relationship which has been or may be established, with the Consultant, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Consultant

WHEREAS, BOB desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, BOB and Consultant hereby agree as follows:

1 CONFIDENTIAL INFORMATION

- 1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations.
- 2 The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant.
- 3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 4 The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
- 5 Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 6 The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
- 7 Consultant shall not disclose the name of the BOB, or the existence, nature or substance of any agreement, relationship and/or negotiations between BOB and the Consultant, in any publicity material or other communications to any third parties without the prior permission of BOB.
8. However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
 - i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure;
 - iii) Was disclosed or parted with the prior consent of BOB;
 - iv) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

9. The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

10. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Consultant to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

2 PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Consultant from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Consultant any patents, licenses or similar rights to such property and Proprietary Information disclosed to Consultant hereunder.

3 INDEMNITY

3.1 The Consultant hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Consultant and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

3.2 The Consultant acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the BOB for which monetary damages may be difficult to ascertain or an inadequate remedy. The Consultant therefore agrees that the BOB will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

4 Termination and Survival

4.1 The terms of this Agreement shall be for 18 months from the purchase order unless terminated by BOB with thirty days prior written notice to Consultant, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

4.2 Consultant duty to protect Confidential Information as agreed holds good irrespective of the termination / expiry of this Agreement and he is required to protect forever such information shall be remain confidential forever or until such time when the consultant no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

5 GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7 NO LIABILITY

Consultant understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to consultant or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8 MISCELLANEOUS

8.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8.2 This Agreement is in addition to any prior written agreement between BOB and Consultant relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

8.3 This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Consultant .

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

<p>For Bank of Baroda</p> <p>Sign ;</p> <p>Name :</p> <p>Title :Authorized Signatory</p> <p>Address:,</p> <p>Fax No.</p>	<p>For M/s _____</p> <p>Sign ;</p> <p>Name :</p> <p>Title : Authorized Signatory as per Board Approval</p> <p>Address:,</p> <p>Fax No.</p>
--	--

Date: _____

Place: Mumbai.