



**REQUEST FOR PROPOSAL (RFP)  
FOR  
SELECTION OF SERVICE PROVIDER FOR  
ANTI PHISHING MANAGED SERVICES**

**RFP Reference No. BCC:CISO: RFP:113:401**

**Date : 2<sup>nd</sup> August 2021**

Bank of Baroda,  
Baroda Corporate Centre,  
C-26, G-Block Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051

### Important Dates:

<b>A.1</b>	Tender No.	BCC:CISO:113:401
<b>A.2</b>	Tender Issuance Date	2 <sup>nd</sup> August, 2021
<b>A.3</b>	Last date of submission of any queries and reporting any error, omissions or faults in the tender document.	05:00 PM on 9 <sup>th</sup> August, 2021
<b>A.4</b>	Pre-Bid Meeting & Venue	Not Applicable (Queries will be clarified over email)
<b>A.5</b>	Last Date & Time of Submission of Bids	3:00 PM on 24 <sup>th</sup> August, 2021 Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
<b>A.6</b>	Date & Time of opening of Part-I Eligibility Bid	04:30 PM on 24 <sup>th</sup> August, 2021 Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>  The meeting will be held online through Bank's online meeting platform i.e. Microsoft Teams.  Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on <a href="mailto:isd.risk.bcc@bankofbaroda.com">isd.risk.bcc@bankofbaroda.com</a> after RFP submission time is over.
<b>A.7</b>	Date & Time of opening of Part-II Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility evaluation will be opened. The date for opening of the commercial bid would be communicated separately to eligible bidders.

<b>A.8</b>	Application Money	Rs 5,000/- (Rupees Five Thousand Only)  Application money deposit is exempted for MSE entities on submission of MSE certificate.
<b>A.9</b>	Bid Security Declaration	Bidders are requested to submit "Bid Security Declaration" as per Annexure M.
<b>A.10</b>	Minimum requirement for Online RFP response submission	Refer to Annexure N on E-procurement guidelines.
<b>A.11</b>	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
<b>A.12</b>	Support details of Online Portal facilitator	ITI Limited, Tender wizard Helpdesk Team Email: <a href="mailto:eprocurebob@etenderwizard.com">eprocurebob@etenderwizard.com</a> Phone: +91-11-49424365 Mr. Krupesh Kulkarni :+91-8800907637 For more details, check under Contact us a home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
<b>A.13</b>	Contact Details of RFP Co-ordination	Mr. Nilesh Deep Shaw, Asst. General Manager, Information Security Department, Mumbai Email: <a href="mailto:isd.risk.bcc@bankofbaroda.com">isd.risk.bcc@bankofbaroda.com</a>

### Important Clarifications:

Following terms are used in the document interchangeably to mean:

Bank means “Bank of Baroda (including domestic operations, overseas operations, erstwhile Vijaya Bank, erstwhile Dena Bank, Overseas & Indian subsidiaries & Associate Banks)”
BCC means “Baroda Corporate Centre”
BST means “Baroda Sun Tower”
Recipient, Respondent, Bidder and Vendor means “Respondent to the RFP document”.
DC means Bank’s Data centre at Mumbai
DR, DRS means Bank’s Disaster Recovery centre at Hyderabad
RFP means this “RFP document”
Service Provider (SP) means the Selected Bidder/Consultant/Bidder/Vendor as the case maybe.
Service Provider and Bank shall be individually referred to as “Party” and collectively as “Parties”.

### Confidentiality:

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of information contained in the document, and 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 confidentiality clauses.*

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## SECTION – I

### 1.1 INTRODUCTION AND DISCLAIMER

This Request for Proposal document (“RFP”) has been prepared solely to enable Bank of Baroda (“Bank”) in the selection of suitable Service Provider through tender for providing Anti Phishing Managed Services to the Bank.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or 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 Bidder as identified after completion of the selection process as detailed in Annexure-B on [BID Selection/Evaluation Process](#).

### 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 Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### 1.3 FOR RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ limited Company, partnership firm.

### 1.4 AMENDMENT OF BIDDING DOCUMENT

At any time prior to the last date for receipt of the bid, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the tender document by an amendment. The amendment will be notified by posting the same on our official website [www.bankofbaroda.com](http://www.bankofbaroda.com). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, Bank may, at its discretion, extend the target date for the submission of the bid and the same will be notified on the above said website.

### 1.5 CONFIDENTIALITY

This document is meant for the specific use by the Respondent who is interested to participate in the current tendering process. This document in its entirety is subject to



Copyright Laws of India. The Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without prior written consent of the Bank.

## **1.6 DISCLAIMER**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers 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 Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## **1.7 ELIGIBILITY CRITERIA.**

Bidders who wish to bid should conform to the Eligibility Criteria as per Annexure-A: Eligibility Criteria. Except for few clauses explicitly mentioned, 30.06.2021 would be considered as the date on which the Bidder should be eligible.

## **1.8 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, presentation etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for

awarding the contract will be shared by the Bank and the successful Bidder in equal proportion.

### **1.9 NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement between the SP and the Bank to the full satisfaction of the Bank.

### **1.10 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.

### **1.11 EVALUATION OF BIDS**

The evaluation of the bids will be done as per evaluation Criteria mentioned in Annexure-B “BID SELECTION/EVALUATION PROCESS” of this RFP document. The Bidders who do not qualify eligibility criteria as stipulated under Annexure A will not be considered for Technical evaluation. A Bidder not eligible under Technical Bid will not be considered for opening of Commercial Bid.

However 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 organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be 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.

For Technical Evaluation Criteria the date on the basis of which marks would be given would be 30.06.2021.

### **1.12 ERRORS AND OMISSIONS**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document as per the timeline given in the RFP document under important dates section.

### **1.13 STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

### **1.14 ACCEPTANCE OF TERMS**

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

### **1.15 RFP RESPONSE TERMS**

#### **a. Application Money & Earnest Money**

The Bidder will be required to submit Application Money of Rs.5,000/(Rupees Five Thousand) by way of direct credit to Bank of Baroda account detailed as under –

Account Number-29040400000417

Account Name – Bank of Baroda

Branch- BKC, Mumbai

IFSC- BARB0BANEAS

Details of transaction must be submitted separately along with RFP response.

No Earnest Money Deposit (EMD) has to be submitted by the bidder.

Application Money transaction details must be submitted online for RFP responses.

RFP document should be downloaded from the Tenders Section of the Bank's website, <http://www.bankofbaroda.com>.

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

#### **b. RFP Closing Date**

RFP Response should be submitted to the officials indicated below not later than RFP Closing time as mentioned in this document under important dates section.

#### **c. Format of Bids**

The Bidders should use the formats prescribed by the Bank in the RFP for submitting both technical and commercial bids. Any deviation in this regard entails the Bidder for disqualification.

#### **d. Submission of Bid**

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

### **List of Contents for Technical Bid:**

The Technical Proposal should be as per the requirement of the Bank in prescribed formats as follows:

- a. Index of contents submitted.
- b. Compliance Certificate as per Annexure-C.
- c. Technical Bid Format as per Annexure-D
- d. Anti-Phishing Managed Services experience details as per Annexure-E
- e. Estimated Effort as per Annexure-F
- f. List of Certified Employees as per Annexure-G
- g. Proposed Team Profile as per Annexure-H
- h. Comments on Terms and Conditions & Services as per Annexure-I
- i. Masked Copy of Commercial Bid as per Annexure-J (i.e. a copy of the Commercial Bid without price figures)
- j. All the copies of certificates, documentary proofs, work orders, brochures etc. should be clearly marked.

### **List of Contents for Commercial Bid**

a. Commercial Bid as per Annexure-J.

RFP Response should be addressed to  
“The Chief Information Security Officer  
Information Security Department,  
Bank of Baroda,  
Baroda Corporate Centre,  
C-26, G-Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051.”

RFP Response/Bids in the sealed envelopes as detailed above must be hand delivered to the Bank at the following address :

Information Security Department, Bank of Baroda, 2<sup>nd</sup> Floor, Baroda Corporate Centre, C-26, G Block, Bandra Kurla Complex, Mumbai-400051.

Submission of bids by any mode other than hand delivery to the officials mentioned above is not allowed and will be considered invalid.

Bids submitted not as per the process and terms specified above will be rejected.

### **e. Registration and online submission of RFP**

Registration of RFP will be automatically on submission of online bid. Bid response 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 Fax mode or e-mail or any mode other than hand delivery, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of 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, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient in the submission or accompanying documents.

### **f. Late RFP Policy**

RFPs lodged after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission.

It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP.

#### **g. RFP Validity Period**

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date.

The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract with the selected Bidder for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid after expiry of current assignment period.

#### **h. Requests for Information**

All queries relating to the RFP, technical or otherwise, must be either in writing or by email only and will be entertained by the Bank only in respect of the queries received up to the time limit specified in this RFP. All queries should be addressed to the nominated point of contact as mentioned below.

The Group Chief Information Security Officer (CISO)  
Bank of Baroda, 2<sup>nd</sup> Floor, Baroda Corporate Centre,  
C26, G Block, Bandra Kurla Complex, Mumbai, 400 051  
Tel No: 022-66985230/ 66985227  
E-mail ID: **isd.risk.bcc@bankofbaroda.com**

The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication initiated by Respondents later than the date of Pre Bid Meeting. Bank may in its absolute discretion seek, but being under no obligation to seek, additional information or material from any Respondent after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address as responses to queries will only be provided 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.

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

#### **i. Charges Terms**

By submitting the bid, the Bidder will be deemed to have accepted with all the terms and conditions mentioned in the RFP document and the rates quoted by the Bidder will be adequate to complete such work according to the specifications and conditions attached thereto and the Bidder has taken into account all conditions and difficulties that may be

encountered during the period of assignment and to have quoted all the commercial rates, which shall include agreed price/ contract amount with taxes, royalties, GST and other duties and all other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

The TDS amount on prevailing rate and work contract tax etc. shall be deducted from Bidder's running account/final bills. Necessary TDS certificates shall be issued to the selected Bidder by the Bank.

All taxes, levies, cess, duties, service tax etc in respect of this contract shall be payable by the Bidder and the Bank will not be liable for any claim whatsoever in this respect during the period of contract.

### **1.16 NOTIFICATIONS**

Bank will notify the Respondents in writing as soon as practicable, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **1.17 DISQUALIFICATION**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will result in disqualification.

### **1.18 LANGUAGE OF TENDER**

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

### **1.19 OVERWRITING, ERASING OR ALTERATIONS**

The offers containing overwriting, erasing or alterations may not be considered. There should be no hand written material corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the services being offered must be filled in. Filling up of the information using terms such as OK, ACCEPTED, NOTED, AS GIVEN IN BROCHURE/MANUAL or any Special Characters such as -, ", @, \_,# is not acceptable. The Bank may treat offers not adhering to these guidelines as unacceptable.

### **1.20 RIGHT TO REJECT BIDS**

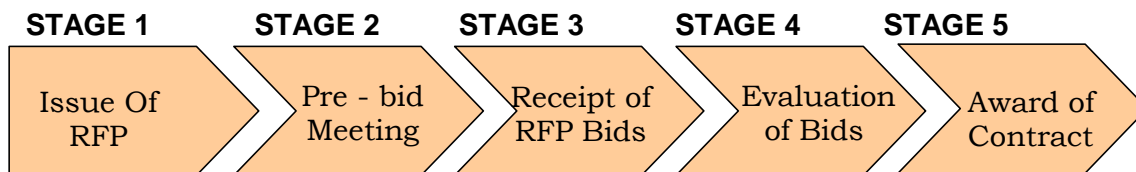
Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if

- It is not in conformity with any of the instructions, terms & conditions mentioned in this RFP document.

- It is not accompanied by the requisite Application Money.
- It is not properly/duly signed.
- It is received through any mode other than hand delivery to the designated officials
- 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 under clause 1.13.4.

### **1.21 PROCESS & TIMEFRAME**

Selection of a successful Bidder will involve a five (5) stage approach. The approach follows the Indian Government's Central Vigilance Commission (CVC) guidelines.



Bank reserves the right to vary time lines at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

The important dates mentioned in this RFP are tentative dates and the Bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

**Note:** Bidders can depute their representative (only one) to attend the Technical bid opening process. No separate intimation will be given in this regard to the Bidders for deputing their representatives for technical bid opening.

### **1.22 OTHER TERMS AND CONDITIONS**

The Bank reserves the right to:

- Reject any and all responses received in response to the RFP, without assigning any reason whatsoever.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time.
- Extend the time for submission of all proposals.
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).



- Select the next most responsive Bidder if negotiations with the Bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever it may be.

## SECTION – II

### **2.1 BANK OF BARODA-INTRODUCTION**

Bank of Baroda is one of India's largest banks with a strong domestic presence spanning 8,214 branches and 11,633 ATMs and Cash Recyclers supported by self-service channels. The Bank has a significant international presence with a network of 96 branches / offices spanning 19 Countries.

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 RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for selection of competent Service Provider (SP) for managed anti-phishing services.

### **2.2 RFP OBJECTIVE**

The Bank intends to appoint competent Service Provider (SP) for provision of Anti-phishing managed services to its Internet Banking site (Baroda Connect) so as to safeguard the interests of customers against phishing and other social engineering attacks. The SP will be responsible as per the scope outlined below.

Bank may, at its full discretion, choose to avail of the services for all services or part thereof. Such decision may be advised in course of the project.

### **2.3 SCOPE OF WORK**

A description of the envisaged scope is enumerated as under. However, the Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

Based on the contents of the RFP, the selected SP shall be required to independently arrive at an 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.

The SP's appointment is expected to be for a period of 36 months from the date of contract. Bank may, at its sole discretion, extend the contract for a further period of 24 months on the same terms and conditions.

The project scope includes provision of following anti-phishing managed services for bank's internet banking site.

- 24X7x365 monitoring for phishing attacks. As part of the phishing site monitoring, the Bidder should implement all the measures as may be necessary from time to time to mitigate the evolving threats. Bidder should meet the following requirements.
  1. Implementation of real time detection mechanisms and alerts.
  2. Implementation of tools for referrer log analysis of web servers.
  3. Referrer Log analysis will include Bank's public facing web servers like Internet Banking web server
  4. Track hosting of phishing sites through implementation of watermark and other means.
  5. Monitoring similar domain name registration.
  6. Monitoring spam traps to detect phishing mails.
  7. Monitor Hacker Forums- Open as well as closed.
  8. Monitor networks known to be sources of attacks and/or points of collection of compromised data.
  9. Maintain or have direct access to data from honeypots or network of sensors to collect data on threat.
  10. Monitor any fraudulent apps targeting Bank of Baroda customers to capture their credentials for fraudulent transactions.
  11. Remove fraudulent mobile app targeting Bank of Baroda customers to capture their credentials hosted on popular app stores provided by companies such as Google, Apple, and Microsoft etc.
  12. Inject fake credentials into the phishing portals and fraudulent apps and provide details to the Bank for monitoring and blocking at Bank's end.
  13. Web site analysis to detect phishing sites.
  14. Assistance to bank in identifying customers affected by phishing ○ Assistance to the bank for coordination with law enforcement agencies, CERT-In etc.
  15. Monitor other forms of fraud mechanisms as it unfolds.
  16. Note 1: Bank's Data Centre has redundant architecture with Load balancing among the infrastructure components. In addition more servers may be added in future as per the Bank's requirement. The Referrer log Analysis may need to be implemented on more web servers at no extra cost to the Bank. Tool/agent for referrer log analysis has to be installed in all the web servers within India. All support has to be provided onsite at the Bank's Data Centres and/or server locations in India. In case of server crash, the agent reconfiguration has to be done at no extra cost to the Bank.
  17. Note 2: There may be change in the Bank's website scripts as per the requirement of the Bank from time to time. Support for the same has to be provided at no extra cost to Bank.

18. Taking down of phishing sites anywhere in the world either on Bidders' own reach or through partnerships. Bidder should have alternative response mechanisms other than web site take down to minimize impact of phishing.
19. Taking down of fraudulent mobile apps in the world targeting Bank of Baroda customers.
20. Blocking of the phishing sites in web browsers including but not limited to the following browsers
  - a. Internet Explorer
  - b. Mozilla Firefox
  - c. Google Chrome
  - d. Opera
21. Providing incident reports on phishing attacks and fraudulent apps involving threat analysis and threat categorization.
22. Anti-malware service for Bank's portals. As part of the Anti-malware service, the Bidder should implement all the measures as may be necessary from time to time to mitigate the evolving threats. Bidder should meet the following requirements.
23. Bidder must have capability for 24X7 monitoring for Malicious Mobile Code (MMC) infection of the websites.
24. Bidder must have capability for real time detection of MMC infection/injection.
25. Solution must be a tool based automated solution with e-mail & SMS alerts.
26. Solution must support scanning to a depth of multiple pages
27. Solution must support scanning of static and dynamic links.
28. Solution must support checking all website links against well-known global black lists.
29. Bidder must manage incidents for MMC infection/injection including solution, coordination for recovery in the shortest possible time.
30. Solution must be independent of application Platform.
31. Solution must provide online interface to see previous online reports of all the websites under monitoring.
32. Bidder must track hosting of phishing sites through digital watermark.

## **2.4 DELIVERABLES**

The SP has to detect the phishing site and fraudulent mobile apps and report to the Bank as per the SLA.

The site should be taken down at the earliest within the stipulated SLA time.

SP will deploy the new mechanisms to counter the evolving methods of phishing attacks.

The SP has to deliver the services and provide the reports to Bank on weekly and monthly basis throughout the contract period for each of the services mentioned under project scope, in addition to providing other critical observations / methods/ improvements as deemed fit

based on SP's professional experience for each of the services mentioned above. The SP should provide online access to the Bank for monitoring the delivery of services mentioned under project scope, including the details of phishing attacks, site ip address, URL, ISP details sites taken down, current status etc.

The service provider has to provide all the relevant data related to attacks including but not limited to site IP addresses, URL address, ISP and webserver hosting agency details, time/duration of attacks, end user compromised credentials etc.

## **2.5 SERVICE LEVEL AGREEMENT:**

1. 24X7X365 monitoring of phishing attacks with 99.99% uptime.
2. 24X7X365 monitoring of fraudulent mobile apps with 99.99% uptime.
3. Alert within 25 minutes of phishing attacks and mobile apps
4. Initial response to the incident within 60 minutes with action plan on taking down and other alternative response mechanisms.
5. Take down of Phishing site, fraudulent mobile app incidents within 8 hours.
6. The phishing site, mobile app should not appear again within -6- months of taking down. In case site or mobile app reappears, the same has to be taken down at no extra cost to the Bank. All sites and fraudulent mobile apps which reappears will be treated as reactivated sites/app. Reactivated site/app will be decided on matching of any one of the following parameter :
  - a. IP address of the new site is same as previously detected/taken down site.
  - b. Domain name of the new site is same as previously detected/ taken down site.Following is an example of Reactivated site :-
7. Lets assume site abc.xyz.com is taken down. After- 5- months -4- more sites appear which are as follows: new.xyz.com and xyz.com and xyz.com/test site/index.html and old.xyz.com/old test site/index.html . All the -4- sites with domain name xyz.com will be treated as reactivated sites.
  - a. Domain name of the new site is same as previously detected/ taken
  - b. App has been uploaded by the same user.
  - c. App has been uploaded from the same IP address
8. Phishing site in web browsers should be blocked within -8- hours of detection of such site.

## **2.6 PENALTY**

In case of delays in taking down of phishing sites, fraudulent mobile apps, blocking of phishing sites in browsers beyond 8 hours from detection, the SP will have to justify such delays in takedown/blocking. In case Bank is not satisfied with justification given by the SP, Bank will have the discretion to impose penalty which will be equivalent to 50% of the takedown/blocking charges for these sites and mobile apps.

## **2.7 DETAILS OF INTERNET BANKING PORTAL**

Bank has state of the art Data Centre (DC) at Mumbai with Disaster Recovery (DR) site at Hyderabad. DC has been established by M/s Hewlett Packard India Pvt. Ltd. Bank's DC is connected to all the Branches in India, overseas territories, Bank's subsidiaries and business partners like NFS, Visa Card, Master card, SWIFT, NSE, BSE etc. DC Operation is jointly managed by HP and the Bank's team. Bank has implemented various applications at DC and DR in the centralized environment. Bank's Internet Banking portal is known as Baroda Connect. Under Baroda Connect, Bank is offering various online services comprising of financial and nonfinancial products. Financial products include mainly Fund transfer like Linked account transfer and NEFT/RTGS funds transfer, Tax payment, Institution Fee transfer, Online shopping, ticket booking etc. Many of the Bank's overseas territories are also providing Internet Banking services through a different instance of Internet Banking.

## **2.8 DETAILS OF MOBILE BANKING APPLICATIONS**

Bank is offering Mobile Banking services "M-Connect plus" to its customers. Bank is also offering other mobile apps for customers and employees.

## **2.9 DETAILS OF BANK'S WEBSITE**

Bank's corporate website [www.bankofbaroda.com](http://www.bankofbaroda.com) is hosted in a outsourced hosted environment. Websites contents are managed by another content management agency. During the course of the contract, content and hosting service providers may change. Selected Bidder will be required to support the Bank in all such cases without any additional cost to the Bank.

## **SECTION – III**

### **3.1 GENERAL TERMS AND CONDITIONS**

#### **3.1.1 Term of Assignment**

The SP under this RFP will be appointed for an initial period of -3- years for the Bank including its subsidiaries, overseas branches/territories. The contract can be extended for a further period of -2- years at the discretion of the Bank on similar terms and conditions and commercial terms.

#### **3.1.2 Adherence to Terms and Conditions**

The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

#### **3.1.3 Execution of Agreement/ND Clause**

The SP should execute a Service Level Agreement with the Bank which will remain valid for at least 60 months. The Service Level Agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause. The SP should execute the Service Level Agreement with Non-Disclosure clause within -2- weeks from the date of acceptance of Work Order.

#### **3.1.4 Issuance of Purchase Order**

Bank will issue initial purchase order for providing Anti phishing managed services for -1- year. Purchase orders during subsequent years will be issued depending upon the SP's performance and the Bank's requirement.

Bank will have the discretion to avail of any one or more services from the SP as per the contracted rates and terms and conditions, as per the Bank's requirement and sole discretion.

Bank will have a right to award the contract to more than one Bidder, if so required at the sole discretion of the Bank.

#### **3.1.5 Professionalism**

The SP should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

### **3.1.6 Alternative Approaches**

In case the SP is unable to identify the new kind of phishing attacks then SP will work on resolving the issue and develop/deploy alternative approaches to address them.

### **3.1.7 Adherence To Standards**

The SP should use industry best practices as reference while providing the services to the Bank.

The SP should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

The Bank, Reserve Bank of India, Bank's auditors, government and regulatory bodies reserves the right to conduct an audit/ongoing audit of the Managed Services provided by the SP.

The Bank reserves the right to ascertain information from the other Banks and institutions to which the SPs have rendered their services for execution of similar projects.

### **3.1.8 Expenses**

It may be noted that Bank will not pay any amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Price".

### **3.1.9 Payment Terms**

The invoices will be raised by Service Provider on quarterly basis after completion of each quarter. While raising the quarterly invoices, the take down charges should include only the charges for sites taken down during the invoice period.

All invoices will be paid by the Bank within a period of 15 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 15 days from the date the dispute stands resolved.

### **3.1.10 Contract Performance Guarantee**

The selected bidder has to provide unconditional and irrevocable performance Bank Guarantee for Rs. 1,00,000/- (Rupees one Lac only) from a Public Sector Bank other than Bank of Baroda towards due performance of the contract in accordance with the specifications, terms and conditions of this RFP document, within one week from the date of awarding the contract. The Performance Guarantee shall be valid for a period of contract period and additional 3 months. The performance guarantee has to be renewed, in case the Bank extends the contract.



### **3.1.12 Single Point of Contact**

The SP has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

### **3.1.13 Applicable Law And Jurisdiction Of Court**

The contract with the SP shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Mumbai.

### **3.1.14 Liquidated Damages (LD)**

If the SP fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to recover LD @ 0.5% of the Total Charges per week as per Annexure-J Commercial Bid Format or part thereof, subject to a maximum of 10 % of total charges as LD for nonperformance/delayed performance.

LD is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the SP to prove that the delay is attributed to the Bank or Force Majeure. The SP shall submit the proof authenticated by the SP and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.

If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the SP, then the Bank will continue with the contract without claiming any Liquidated Damage. Bank reserves the right to adjust the penalty and Liquidated Damages if any against the Security Deposit.

### **3.1.15 Force Majeure**

Any failure or delay by selected Bidder or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of nonperforming party, is not a default or a ground for termination. The affected party shall notify the other party of the occurrence of a Force Majeure Event forthwith.

### **3.1.16 Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of identification for above purposes as required by the Bank.

### **3.1.17 Indemnity**

The SP shall indemnify Bank and keep the Bank indemnified for any loss or damage, claim, judgments, orders cost or consequences that Bank may sustain, suffer or incur on account of violation of intellectual property rights of third party by the SP. The SP shall always remain liable to the Bank for any and all claims and losses suffered by the Bank due to any technical error or negligence or fault on the part of the SP, and the SP also shall indemnify the Bank for the same.

### **3.1.18 Non Payment Of Agreed Price**

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure-J are not taken up by the Bank during the course of this assignment, the Bank will not pay the contracted agreed price quoted/agreed by the SP in the Commercial Bid against such activity/item.

### **3.1.19 Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the SP without advance written consent of the Bank and any such sale, lease, assignment or transfer otherwise made by the SP shall be void and of no effect.

### **3.1.20 Non – Solicitation**

The SP, during the term of the contract and for a period of two years thereafter 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.

### **3.1.21 No Employer-Employee Relationship**

The SP or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

### **3.1.22 Vicarious Liability**

The SP shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the SP and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by

virtue of engagement of employees, agents, contractors, subcontractors etc., by the SP, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the SP shall be paid by the SP alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The SP shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of SP's employees, agents, contractors, subcontractors etc.

### **3.1.23 Cancellation of Contract and Compensation**

The Bank reserves the right to cancel the contract with the SP without assigning any reason whatsoever by giving a 30 days prior notice in writing.

The Bank reserves the right to cancel the contract with the SP by assigning any of the following reasons and recover expenditure incurred by the Bank by providing -15- days' notice.

1. The SP commits a breach of any of the terms and conditions of the bid/contract.
2. The SP becomes insolvent or goes into liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
4. The progress regarding execution of the contract, made by the SP is found to be unsatisfactory.
5. If deductions on account of penalty and liquidated damages exceeds more than 10% of the total contract price.
6. If the SP fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
7. After the award of the contract, if the SP does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur in the process of selection of another Service Provider and to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
8. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee/Security Deposit, if any, under this contract.

### **3.1.24 Dispute Resolution**

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation within -15- days from the arising of issue, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Mumbai. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

### **3.1.25 Ownership of Deliverables**

All the deliverables as per scope of this RFP will become the property of the Bank.

### **3.1.26 Project Timelines**

The selected Bidder shall commence the services within -7- days from the acceptance of the purchase order.

**SECTION - IV**

**ANNEXURE-A: ELIGIBILITY CRITERIA**

Bidders who wish to bid should conform to the following criteria.

S.No.	Eligibility Criteria	Documents required	Page Ref. no
1	Should be either a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities-Applicable documents.	
2	Should have been in existence for three years as on 30-06-2021.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities-Applicable documents.	
3	Should have a minimum annual turnover of Rs. 5.00 crores (Rupees Five Crores) during each of the last three financial years viz. 2017-18, 2018-19 and 2019-20.	Copy of audited Balance Sheet and P&L statement for the financial years 2017-18, 2018-19 and 2019-20.	
4	Should have made net profits for the last 3 financial years viz. 2017-18, 2018-19 and 2019-20.	Copy of audited Balance Sheet and P&L statement for the financial years 2017-18, 2018-19 and 2019-20.	
5	Bidder should have at least -2- years' experience in offering Information Security Services such as Web server log monitoring, Anti phishing services to Banks in India.	Copy of purchase order.	

6	The bidder should own and have been managing well established Security Operations Centre (SOC). The details of the SOC like the location, infrastructure, tools used, companies served, process and methodology, staff employed, availability of DR facilities etc should be provided.		
7	The bidder should have executed contracts / work orders for antiphishing managed services any time during the last three years to at least -2- organizations out of which at least -1- organization should be a Bank in India during last -2- years.	As per Annexure G	
8	The firm should not be blacklisted / barred by Government of India or any regulatory body in India.	Self-Declaration	

- Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.
- Annexure-D (Technical Bid format) to be submitted by Bidders should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- The fulfillment of above eligibility criteria except wherever explicitly mentioned, would be ascertained as of 30-06-2021.
- Bidder/Bidders who have been appointed by the Bank for any other project and whose contract has been terminated before completion of the project are not eligible to bid in the proposed project.
- Proposals of those Bidders, who do not fulfill the Eligibility Criteria as stated above fully, will be rejected.

## **ANNEXURE-B: BID SELECTION/EVALUATION PROCESS**

### **Evaluation of Technical Bid**

First, Technical bid documents will be evaluated for fulfillment of eligibility criteria. Technical bids of only those Bidders who fulfill the eligibility criteria fully as per Annexure-A will be taken up for further evaluation/selection process rejecting the remaining bids.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the Bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The Bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process. Once the evaluation of technical proposals is completed, the Bidders who score equal to, or more than the prescribed cut-off score of 70 will only be short listed.

The evaluation of technical proposals, among other things, will be based on the following:

- Prior experience of the Bidder in undertaking projects of similar nature.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Methodology/Approach proposed for accomplishing the proposed project, Activities / tasks, project planning, resource planning, effort estimate etc.

### **Various stages of technical evaluation are presented below:**

1. Eligibility evaluation as per the criteria prescribed in Annexure-A.
2. Evaluation of technical proposals of Bidders qualified in eligibility evaluation, based on response and presentation
3. Arriving at the final score on technical proposal.

### **Presentation-cum-Interview**

The Bidders who are qualified in eligibility evaluation, have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the scope of the RFP detailed under section II of the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short listed Bidder fails to make such presentation, he will be eliminated from the evaluation process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the Respondents in order to normalize the bids. However, Respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

**Technical Evaluation Criteria:**

The criteria for evaluation of technical bids is as under. Credentials and other evaluation criteria mentioned below will be computed as of 30.06.2021.

Criteria	Evaluation Parameters	Max Marks	Documents to be submitted
Credentials (please refer NOTE 1 to 3)			
The number of years' experience of providing Anti Phishing Managed Services in India in last 5 years.	For every year of experience	3	Copies of Work order in the relevant year.
	Maximum marks	15	
The number of Anti Phishing Managed Services provided involving <b>Monitoring</b> of phishing sites.	For each client experience	2	Copies of Work order/ Client reference letter
	Maximum marks	10	
The number of Anti Phishing Managed Services provided involving <b>Takedown</b> of phishing sites.	For each client experience	2	Copies of Work order/ Client reference letter
	Maximum marks	10	
The number of Anti Phishing Managed Services provided involving <b>Monitoring</b> of phishing sites to <b>Banks</b>	For each client experience	3	Copies of Work order/ Client reference letter
	Maximum Marks	15	
The number of Anti Phishing Managed Services provided involving <b>Takedown</b> of phishing sites to <b>Banks</b> .	For each client experience	3	Copies of Work order/ Client reference letter
	Maximum marks	15	
Sub-total (Credentials)		65	
Manpower/Facilities (please refer NOTE 4)			
The number of CISA/CISSP/CEH Certified personnel employed by the Bidder	For 5 to 10 employees	4	1. Copy of relevant Certificate; 2. Proof of employment with the Bidder.
	For more than 10 employees	8	
The Bidder has own Security Operations Centre and SOC is ISO27001 Certified	For own SOC	4	As per Technical Bid format
	Additional marks for SOC in India	4	
	Additional Marks for ISO27001 Certification	4	
	Maximum Marks	12	
Subtotal (Manpower/Facilities)		20	
Methodology & Approach	Demonstration of in-depth understanding of the Phishing attack and capabilities of the Bidder to monitor and takedown the phishing sites within the SLA time.	15	Subjective evaluation based on technical proposal and presentation



TOTAL MARKS	100
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NOTE 1: Only last -5- years’ experience will be counted.

NOTE 2: Only those experience will be counted which have duration of at least -1- year.

NOTE3: For repeat order/renewal order from the client, only one experience will be counted in Technical evaluation.

NOTE 4: For manpower consideration, the Employee should be on the payroll of the Bidding company. For this proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating date of joining on the Bidding company’s letterhead should be submitted.

Based on the technical evaluation criteria, each Bidder will be given certain marks. Only those Bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

Annexure-D (Technical Bid format) to be submitted by Bidders should contain detailed responses to each of the above evaluation criteria along with documentary proofs as specified there against.

**Commercial Bid Evaluation Criteria**

It may be noted that commercial bids will be subjected to following evaluation process for the purpose of techno-commercial evaluation.

Sr. No.	Major Activities	Price per unit (A)	Multiplication factor (B)	Total Price (C= AXB)
1	24x7x365 monitoring for phishing attacks including fraudulent apps (price per annum)		1	
2	Phishing site takedown charges (on per site basis )		50	
3	App removal charges ( on per app basis)		50	
4	Blocking of phishing sites in Internet Explorer, Firefox , Chrome, Opera and other popular browsers On per site basis		50	

5	Anti malware service for Bank’s portals (price per annum )		1	
	TOTAL for Techno commercial evaluation	XXX	XXXXXXXXXX	

**Price inclusive of all taxes, levies, cess, duties, Service tax etc (In Rupees)**

Nominal quote provided by the Bidder whose Technical Bid qualifies will be discounted as per the formula given below. A comprehensive “Score (S)” will be arrived at after considering the nominal commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercial score and 70% for technical score. The Bidder with the highest score will be declared successful:

**Computation Methodology for arriving at “Least Price / Least Quote” :**

Cut - Off score for technical bid will be 70 marks.

In case there is only one bidder having technical score of 70 or more, Bank may, at its discretion, also consider the next highest technical scorer with minimum score of 60. In case, no Bidder is having technical score of 70 or more, Bank may, at its discretion, qualify 2 top scoring Bidders with minimum score of 60 in technical evaluation and compute the “Score” as per the table below.

Bank will give 70% weightage to technical score while comparing the commercial quote. The procedure is as under:

- A Comprehensive Score (S)’ will be calculated for all qualified Bidders using the following formula:
- Comprehensive Score (S) :  $(X * C_{Low} / C) * 100 + (1 - X) * (T / T_{high})$
- Where C stands for Commercial price quoted,  $C_{Low}$  stands for the price quote of the lowest Commercial bid value. T stands for technical evaluation score. X is the Commercial bid weightage factor and is equal to 0.3. While computing the comprehensive score (S) as per above formula, the values of  $(C_{Low} / C * X)$  and  $(T) * (1 - X)$  will be considered only upto 3 decimals and the other decimals will be ignored.

• **Example:**

S.No.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price (C)	$(C_{Low} / C) * 0.30$	$(T / T_{High}) * 0.70$	Score (S)
1	ABC	95	71	0.254	0.700	0.954
2	XYZ	85	65	0.277	0.626	0.903
3	UVW	80	60	0.300	0.589	0.889

- In the above example, ABC, with the highest score of 0.954 becomes the successful Bidder.
- Bank reserves the right to negotiate the price with the successful Bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other Bidder, till the successful Bidder declines to accept the offer.
- In the case of tie between two or more Bidders a fresh commercial bid will be called upon from these Bidders for evaluation and selection of the Consultant.

**ANNEXURE-C : COMPLIANCE CERTIFICATE**

(on company's letterhead)

To,

Date :

The Group Chief Information Security Officer  
Information Security Department  
Bank of Baroda , Baroda Corporate Centre  
C-26, G Block, Bandra Kurla Complex, Bandra (East)  
Mumbai 400 051

Dear Sir,

**Ref: - RFP for selection of a Service Provider for Anti Phishing Managed Services.**

1. Having examined the Request for Proposal (RPF) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired Anti-phishing managed services for the Bank's Internet Banking site in conformity with the said RPF and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to provide the services within the stipulated SLA time.
3. We confirm that this offer is valid for six months from the last date for submission of RFP to the Bank.
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 namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any Government/ regulatory authority in India and we have required approval, if any, to be appointed as a service provider.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.
9. We confirm that we have obtained all necessary statutory and obligatory permission to carry out the assignment, if any.

Signed Dated

Seal & Signature of the Bidder

Phone No.:

Fax:

E-mail:

### **ANNEXURE-D : TECHNICAL BID FORMAT**

#### **Particulars to be provided by the Bidder in the technical proposal –**

<b>No</b>	<b>Particulars</b>	<b>Bidder to furnish details</b>	<b>Reference Page no of relevant document in RFP response</b>
1	Name of the Bidder		
2	Date of establishment and constitution. Certified copy of “Partnership Deed” or “Certificate of Incorporation/commencement of business” should be submitted. For entities other than partnership firm and limited company, other relevant documents to be submitted.		
3	Location of Registered Office /Corporate Office/ Mumbai office with addresses.		
4	Mailing address of the Bidder		
5	Names and designations of the persons authorized to make commitments to the Bank		
6	Telephone and fax numbers of contact persons		
7	E-mail addresses of contact persons		
8	Details of: Description of business and business background Service Profile & client profile Domestic & International presence.		

9	Gross annual turnover of the Bidder (not of the group) Year 2017-18 Audited. Year 2018-19 Audited Year 2019-20 Audited (Copy of audited financial statements for above years to be submitted)		
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No	Particulars	Bidder to furnish details	Reference Page no of relevant document in RFP response
10	Net profit of the Bidder (not of the group) Year 2017-18 Audited. Year 2018-19 Audited Year 2019-20 Audited (Copy of audited financial statements for above years to be submitted)		
11	Details of Security Operations Centre like location, infrastructure, ISO 27001 Certification, Tools used, companies served, process and methodology etc.	Relevant documents	
12	Experience of assignments ongoing/executed successfully as Anti Phishing Managed Service provider in the last -3- years as per the following details : (For item nos. 12a to 12d, details are to be furnished as per Annexure-E, documentary proofs in the form of copy of work order/client reference letters are to be furnished)	Please provide no of such assignments which should confirm to Annexure-E	
12a	Anti Phishing Monitoring Service to organizations other than Banks		
12b	Anti Phishing Takedown Service to organizations other than Banks		
12c	Anti Phishing Monitoring Service to Banks		

12d	Anti-Phishing Takedown Service to Banks		
13	Details of the similar assignments on hand as on date in a Bank(Name of the Bank, time projected date of commencement of assignment and documentary proofs such as work order are to be furnished)		
14	Name of the Engagement Manager & Overall person responsible (team leader) identified for this assignment and his professional qualifications and experience/expertise. Details of similar assignments handled by the said team leader. Documentary proofs for all the assertions are to be enclosed.	As per Annexure H	
15	Names of the other team members identified for this assignment and their professional qualifications and experience/expertise. (Should possess qualifications as mentioned in the RFP)  Documentary proofs for all the assertions in the form of Certificates, CVs, employment letter to be enclosed.	As per Annexure H	
16	Names of the staff members and their CISA/CISSP/CEH certification.  (Copy of relevant certification and proof of employment should be enclosed)	As per Annexure G	
17	Estimated work plan and time schedules for providing services for this assignment.		
18	Effort estimate	Please provide man days as per Annexure-F	
19	Details of inputs, infrastructure requirements required by the Bidder to execute this assignment.		
20	Details of the Bidder's proposed methodology/approach with reference to the scope of work.		





21	Details of deliverables, other than the deliverables with reference to the scope of work.		
22	Details of Bidder's Bank account		

**The Bidder should provide detailed responses for each of the above items along with documentary proofs as prescribed there against and also as specified in Annexure-A (eligibility criteria) & Annexure B ( Bidder's Selection/Evaluation Process).**

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the Bidder



**ANNEXURE-F : ESTIMATED EFFORT**

SI No	Activities	Effort in Man days	Number of team members who will be deployed	Remarks
1	24x7x365 Phishing sites monitoring			
1.a	Implementation of real time phishing detection mechanisms and alerts			
1.b	Implementation of tools for referrer log analysis of web server			
1.c	Implementation of watermark and other means			
1.d	Monitoring similar domain name registration			
1.e	Monitoring spam traps to detect phishing mails			
1.f	Web site analysis to detect phishing sites			
1.g	Assistance to bank in identifying customers affected by phishing and for coordination with law enforcement agencies, CERT-In etc.			
1.h	Benchmarking of Bank's internet banking site and suggest controls required to minimize impact from phishing attacks			
1.i	Taking Down of phishing sites anywhere in the world			
1.j	Alternative response mechanisms other than web site take down to minimize impact of phishing			
2.a	Monitoring of Fraudulent Mobile apps			
2.b	Takedown of Fraudulent Mobile apps			
3	Blocking of the phishing sites in Internet browsers			
4	Anti malware service for Bank's portals			

Place:

Date:

Seal and Signature of Bidder:

**ANNEXURE-G : LIST OF CERTIFIED EMPLOYEES**

Sl. No.	Name of Employee	Date of Joining	Certifications/Accreditations		Page Ref.
			CISA/CISSP/CEH	Date of CISA/CISSP/CEH Certification	

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

Place:  
Date:

Seal and signature of the Bidder

**ANNEXURE-H : PROPOSED TEAM PROFILE**

<b>Sl No</b>	<b>Name of Proposed Engagement Manager /Proposed Team Member</b>	<b>Prof. Qualifications</b>	<b>Certifications/ Accreditations</b>	<b>Expertise in anti-phishing activities (Mention if he has worked in Banks earlier) In terms of years and areas of expertise</b>	<b>IT Security Expertise In terms of years and areas of expertise</b>	<b>Number of similar assignments involved in Banks/other institutions</b>

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

Place:  
Date:

Seal and signature of the Bidder

**ANNEXURE-I: COMMENTS ON TERMS & CONDITIONS & SERVICES**

Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.

<b>Sr. No.</b>	<b>RFP Page #</b>	<b>RFP Point / Section #</b>	<b>Clarification point as stated in the tender document</b>	<b>Category of Comment/ Suggestion/ Deviation/ Query</b>	<b>Comment/ Suggestion/ Deviation/ Query</b>

Note : A line should contain any one of the Comment/Suggestion/Deviation/Query only.

Place:

Date:

Seal and signature of the Bidder

**ANNEXURE-J : COMMERCIAL BID FORMAT**

(in Rupees)

Sr. No.	Major Activities	Unit Price inclusive of all taxes, levies, cess, duties, GST etc (In Rupees)
1	24x7x365 monitoring for phishing attacks including fraudulent apps (price per annum)	
2	Phishing site takedown charges (on per site basis )	
3	App removal charges ( on per app basis)	
4	Blocking of phishing sites in Internet Explorer, Firefox , Chrome, Opera and other popular browsers On per site basis	
5	Anti malware service for Bank's portals (price per annum ).	

NOTE 1: Bank will pay on per phishing site takedown/per app takedown/per site blocking in web browsers as the case may be, without any commitment for the number of sites/app in a year. If the same site/app becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as per original incident.

The prices quoted above should be inclusive of all taxes, levies, cess, duties, Service tax etc.

Place:

Date :

Seal &amp; Signature of the Bidder

Bank Of Baroda,  
 Information Security Department  
 Bank Corporate Centre, C-26, G-Block,  
 Bandra Kurla Complex, Bandra (East),  
 MUMBAI – 400051.

## Annexure K - Performance Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Group Chief Information Security Officer

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 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 favor 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 its ..... Office at ..... and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

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

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.

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.

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.

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.

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.

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 suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

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.

Any notice by way of demand or otherwise hereunder may be sent by special courier, 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.

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.

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.

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.

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.

Notwithstanding anything contained herein above; our liability under this Guarantee shall not exceed Rs. ....../- (Rupees

.....only)

this Bank Guarantee shall be valid and remain in force upto and including the date .....  
and

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



**RFP for Selection of Service Provider for Anti Phishing  
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August 2021)**

before the expiry of this guarantee.

We have the power to issue this Bank Guarantee in your favor 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

## Annexure L – Integrity Pact

### PRE CONTRACT INTEGRITY PACT

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of \_\_\_\_ month, 20\_\_\_\_, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### 3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 4 Sanctions for Violations

- 4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without knowledge of BIDDER) shall entitle BUYER to take all or any one of following actions, wherever required:-
  - 4.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - 4.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - 4.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 4.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - 4.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - 4.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 4.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 4.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 4.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BUYER with the BIDDER, same shall not be opened.
- 4.1.10 Forfeiture of Performance Bond in case of a decision by BUYER to forfeit the same without assigning reason for imposing sanction for violation of this Pact.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 5 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one

year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 6 Independent Monitors

- 6.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Harishwar Dayal (email id: [dayalagra@gmail.com](mailto:dayalagra@gmail.com) )
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with obligations under this Pact.



- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 7 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 8 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## 9 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 10 Validity



**RFP for Selection of Service Provider for Anti Phishing  
Managed Services (Ref No: BCC:CISO:RFP:113:401 Date : 2<sup>nd</sup>  
August 2021)**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or complete execution of contract to satisfaction of both BUYER and BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from date of signing of contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Authorized Signatory Designation:

Designation:

Witness

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

## **Annexure M – Bid Security Declaration**

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

To  
Group Chief Information Security Officer  
Bank of Baroda, Baroda Corporate Centre Bandra  
Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP for Selection of Service Provider for Anti Phishing Managed Services (Ref  
No: BCC:CISO:RFP:113:401 Date : 2<sup>nd</sup> August 2021)**

We \_\_\_\_\_ (name of the company) hereby confirm that we are exempted from submission of Bid Security as per extant procurement guidelines / rules issued by the Government of India.

We hereby accept that if we withdraw or modify the bids during the bid validity period then we will be suspended for the time period equal to Bid validity period mentioned in the tender to participate in any Bid Process by Bank of Baroda.

**(Seal and Signature)**

**Authorized Signatory Name: Designation:**

**Bidder's Corporate Name: Place:**

**Date:**

## Annexure N – Instructions to Bidders - E TENDERING

### General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

**[www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)**

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365,

Email: [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com)

#### Primary Contact Number

□ Mr. Krupesh Kulkarni : +91-8800907637

#### Alternate Contact Numbers

□ Mr. Sandeep Gautam : +91-8800496478

□ Mr. Kamal Mishra : +91-8800115821

#### Contact No. for other activities

□ Registration Help Desk : +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com))

□ E-procurement queries : +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com))

*Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.*

### **Downloading of Tender Document:**

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money is deposited as per the terms mentioned in this RFP.

### **Preparation & Submission of Bids:**

The bids (Pre-Qualification, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

### **Do's and Don'ts for Bidder:**

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
  - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01-week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not

be in a position to provide any support at the last minute as the portal is managed by eprocurement service provider.

- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

## **Guidelines to Bidders for Electronic Tendering System:**

### **Registration of bidders on e-procurement portal of Bank of Baroda:**

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### **Preparation of Bid & Guidelines for Digital Certificate:**

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/

Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per **Indian Information Technology Act, 2000**.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per **Indian Information Technology Act, 2000**. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non- Repudiation and another for Key Encipherment.

#### **Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- **Operating System Requirement** Windows 7 & above
- **Browser Requirement (anyone from following)**
  1. Microsoft Internet Explorer (IE) version 11 and above
  2. Mozilla Firefox - Latest version
  3. Google Chrome - Latest version
- **Browser settings**
  1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.

2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- **Supported File Types**
    1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
    2. Files with .EXE, .PSD extensions are not allowed
    3. File size not to exceed 5 MB per attachment
    4. All uploaded files should be virus free and error free
  - **Minimum System Configuration**
    1. CPU speed of 2.0 GHz
    2. USB Ports
    3. 2 GB of System Memory (RAM)
    4. Anti-virus software should be enabled and updated regularly
  - **Requirement of utility software**
    1. Java Run Time Engine (JRE – 1.8.0) or higher.
    2. Microsoft Office 2003 with MS Word and MS Excel
    3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

### **Steps to participate in the e-Tenders:**

#### **1. Online viewing of Detailed Notice Inviting Tenders**

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of Bank's E-Tendering Portal on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

#### **2. Download of Tender Documents**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via NEFT/RTGS mode & submit the details in the e-procurement portal.

#### **3. Online Submission of Tender**

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form based type of templates



and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

#### **4. Close for Bidding**

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

#### **5. Online Final Confirmation**

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

#### **6. Short listing of Bidders for Commercial Bidding Process**

The Tendering Authority will first open the Eligibility Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

#### **7. Opening of the Commercial Bids**

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.

#### **8. Tender Schedule (Key Dates)**

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

#### **Important Points:**

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

- a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Resubmissions etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

**Note:** Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

**End of Document**