



Selection of Service Provider
For conducting
Vulnerability Assessment and Penetration Testing
of
Web Applications and Infrastructure

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

2nd Aug 2022
RFP Reference: BCC:CISO:114:Note:570

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	00:00 hours IST on 02 Aug 2022
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Nilesh Shaw (Information Security Department) 2. Contact No. - 022-66985228/ 5264 3. Email:isd.vapt.bcc@bankofbaroda.com 4. Postal Address: The Assistant General Manager, Information Security Department, 2nd Floor, Baroda Corporate Centre, C-26, G Block BKC, Mumbai - 400051
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	16:00 hours IST on 09th Aug 2022
4	Pre-bid Meeting & Venue details	15:00 hours IST on 12th Aug 2022 Bank Of Baroda, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Mumbai – 400 051 (Maximum 2 representatives from one organization)
5	Last Date of Submission of RFP Response (Closing Date)	15:00 hours IST on 24th Aug 2022 <ol style="list-style-type: none"> 1. Bidders will be required to submit their Eligibility and Technical bids with all documents as attachment on email 2. Commercial bid will be emailed as a separate pdf attachment, which will be password protected. 3. The Bank will seek password of commercial bid on email from only those bidders who qualify on Eligibility and Technical grounds as mentioned in RFP 4. Bidders are strictly advised not to share the password for Commercial bid along with their submissions 5. Eligibility cum Technical Bid opening will be held online on TEAMS 6. Presentation will be held online on TEAMS 7. All bids should be e-mailed to

		isd.vapt.bcc@bankofbaroda.com
6	Eligibility Cum Technical Bid Opening Date	15:30 hours IST on 24th Aug 2022 Bank Of Baroda, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Mumbai – 400 051
7	Commercial Bid	<p>The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.</p> <ol style="list-style-type: none"> 1. Commercial bid should be emailed as a separate pdf attachment, which must be password protected. 2. The Bank will seek password of commercial bid on email from only those bidders who qualify on Eligibility and Technical grounds as mentioned in RFP 3. Bidders are strictly advised not to share the password for Commercial bid along with their submissions 4. Commercial bid opening will be done online on TEAMS 5. All bids should be e-mailed to isd.vapt.bcc@bankofbaroda.com
8	Application Money	<p>Rs. 10,000/- (Rupees Ten Thousand only)</p> <p>To be deposited in the account through NEFT as per details :</p> <p>A/c Name – BCC Office admin & Security A/C No – 29040400000417</p> <p>IFSC Code – BARB0BANEAS (Please note – Zero at fifth character)</p>
9	Bid Security Declaration	Bidders need to sign "Bid Security Declaration" (attached as Annexure - 03) accepting that if they withdraw or modify their bids during period of validity, they will be suspended for the time period equal to bid validity period as specified in the tender documents.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. BFSI means Banking, Financial services and Insurance
3. DC Means Data Centre
4. DR Means Data Recovery Centre
5. EMD means Earnest Money Deposit
6. MSP means Managed Service Provider of the Bank.
7. NDA means Non-Disclosure Agreement
8. NPV mean Net Present Value
9. OEM means Original Equipment Manufacturer it also refers to Original Software Developer (OSD)
10. OTC means One Time Cost
11. Proposal, Bid means "Response to the RFP Document"
12. Recipient, Respondent, Bidder, means the respondent to the RFP document
13. RFP means the Request For Proposal document
14. SI Means System Integrator
15. SLA means Service Level Agreement
16. SOP means Standard Operating Procedure
17. SPOC means Single Point of Contact
18. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
19. TCO means Total Cost of Ownership

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.

Contents

1. Introduction	7
1.1 Introduction	7
1.2 Project overview	8
1.3 Project Scope	8
1.4 VAPT Activities	8
1.5 Deliverables	11
2. Evaluation process	15
2.1 Eligibility Bid.....	15
2.2 Evaluation Methodology for Eligible Bidder	15
2.3 Submission of Bids	19
3. Terms and conditions.....	22
3.1 General Terms	22
3.2 Rules for Responding to this RFP	23
3.3 Price Bids.....	26
3.4 Price Comparisons.....	27
3.5 Application Money, Bid Security and Performance Guarantee.....	28
3.6 Others.....	30
3.7 Other RFP Requirements.....	33
3.8 Corrupt and Fraudulent Practices	34
3.9 Authorized Signatory	35
3.10 Service Level Agreement and Non-Disclosure Agreement	35
3.11 Right to Reject Bids	35
4. General Terms and Conditions.....	37
4.1 Dispute Resolution.....	37
4.2 Governing Laws	37
4.3 Notices and other Communication	37
4.4 Force Majeure	38
4.5 Assignment.....	38
4.6 Sub-Contracting	38
4.7 Waiver.....	38
4.8 Confidentiality	39
4.9 Termination.....	40
4.10 Effect of termination.....	41

4.11	Publicity	42
4.12	Solicitation of Employees.....	42
4.13	Inspection of Records.....	42
4.14	Visitorial Rights	42
4.15	Compliance with Laws	42
4.16	Indemnity	43
4.17	Corrupt and Fraudulent Practices	44
4.18	Violation of Terms	45
4.19	Authorized Signatory	45
4.20	Right to Reject Bids	45
4.21	Limitation of Liability	45
4.22	GrievanceRedressal.....	46
4.23	Provident Fund	46
4.24	Property Rights	46
4.25	Information Confidentiality.....	47
5.	Disclaimer.....	48
	Annexure 01 - Table of Contents	49
	Annexure 02 - Eligibility Criteria	52
	Annexure 03 - Bid Security Declaration	55
	Annexure 05 – Undertaking from the Bidder	56
	Annexure 06–Pre-Bid Queries Form.....	58
	Annexure 07–Conformity Letter.....	59
	Annexure 08– Performance Guarantee	60
	Annexure 09–Integrity Pact	64
	Annexure 10- Experience Details.....	69
	Annexure 11 – Estimated Effort & Time Elapsed	70
	Annexure 12- Details of Tools & Team Members.....	71
	Annexure 13 - Proposed Team Profile	72
	Annexure 14 - Comments on Terms & Conditions	73
	Annexure 15 - Commercial Bid Format	74

1. Introduction

1.1 Introduction

Bank of Baroda is one of India's largest banks with a strong domestic presence spanning 8,163 branches and 11,475 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 carrying out Vulnerability Assessment and Penetration Testing of bank's web applications and underlying infrastructure deployed at Bank's Data Centre/DR sites..

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a competent Service Provider (SP) for carrying out Vulnerability Assessment and Penetration Testing of bank's web applications and underlying infrastructure deployed at Bank's Data Centre/DR sites. Bank's website is hosted on the service provider's site.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement as mentioned in 1.3 Project Scope. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

Based on the contents of the RFP, the selected Bidder shall be required to independently arrive at approach and methodology, based on industry best practices and RBI guidelines, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements. The approach and methodology will be approved by the Bank.

The Bank expressly stipulates that the Consultant'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 selected Bidder 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.

1.3 Project Scope

Vulnerability Assessment and Penetration Testing should cover the web application and its components including web server, app server, DB Server, Thick client, Thin clients, Mobile applications, Networking systems, Security devices, load balancers, integration with other applications and APIs etc.

Selected bidder should carry out an assessment of Threat & Vulnerabilities assessments and assess the risks in Bank's Information Technology Infrastructure. This will include identifying existing threats if any and suggest remedial solutions and recommendations of the same to mitigate all identified risks, with the objective of enhancing the security of Information Systems. In addition to the remote Assessment, selected Bidder shall also perform the onsite assessment of the assets under the Scope of the RFP. Period of contract shall be 2 years subjected to satisfactory conduct of assignment during 1st year. Bank reserves the right to continue the contract after 1st Year.

After the VAPT assessment and submission of the report to the Bank, Bank may at its discretion request in writing for Compliance verification.

The frequency for conducting VAPT should be at half yearly. However, the Bank at its own discretion can change the frequency.

1.4 VAPT activities: VAPT should be comprehensive but not limited to following activities for the application and related infrastructure under audit:

- Network Scanning
- Port Scanning
- System Identification & Trusted System Scanning
- Vulnerability Scanning
- Spoofing
- Scenario Analysis
- Application Security Testing
- OS Fingerprinting
- Service Fingerprinting
- Access Control Mapping
- Denial Of Service (DOS) Attacks
- DDOS Attacks
- Authorization Testing
- Lockout Testing
- Password Cracking
- Cookie Security
- Functional validations
- Containment Measure Testing
- War Dialing
- DMZ Network Architecture Review
- Server Assessment (OS Security Configuration)
- Security Device Assessment
- Network Device Assessment

- Database Assessment
- Website Assessment (Process)
- Vulnerability Research & Verification
- IDS/IPS review & Fine tuning of Signatures
- Man in the Middle attack
- Man in the browser attack
- Any other attacks
- Compliance of Regulatory guidelines/Advisories: Successful Bidder shall perform VAPT and also ensure that regulatory guidelines issued by various bodies such as Cert-In, NCIIPC, RBI-CSITE, NPCI etc. are followed.

1.4.1 Website/Web/Mobile – Application Assessment: Website/Web- Application/Mobile application assessment should be done as per latest OWASP-MASVS, OWASP-ASVS and other relevant OWASP standards & guidelines including but not limited to the following:

- Injection
- Broken Authentication and Session Management
- Cross-Site Scripting (XSS)
- Insecure Direct Object References
- Security misconfiguration
- Insecure Cryptographic Storage
- Sensitive Data Exposure
- Failure to Restrict URL Access
- Missing Function Level Access Control
- Cross-Site Request Forgery (CSRF)
- Using Known Vulnerable Components
- Un-validated Redirects and Forwards
- Insufficient Transport Layer Protection
- Any other attacks, which are vulnerable to the web sites and web Applications

Indicative Number of Applications and Efforts Estimate

S.No	Effort Estate	Tentative Number of Applications
1	High	25
2	Medium	50
3	Low	50

VAPT Phases: Vendor has to undertake VAPT/Security testing in phased manner as described below:

Phase I: Conduct VAPT/Security testing as per the scope, Evaluation & Submission of Preliminary Reports of findings and discussions on the finding.

Phase II: Submission of Final Report

Phase I

- a. Conduct VAPT as per the scope defined in RFP without disturbing operations
 - The Bank will call upon the successful Bidder, on placement of the order, to carry out demonstration and/or walkthrough, and/or presentation and demonstration of all or specific aspects of the VAPT activity.
 - VAPT schedule to be provided 7 working days prior to the start of activity along with the team member details. A dedicated Project Manager shall be nominated, who will be the single point of contact for VAPT Activity in Mumbai and other locations.
 - Consultant shall have a walkthrough meeting with the concerned application team and under the process flow and architecture of the application including its modules, interfaces and user roles.
 - Consultant shall raise the pre requisites with the Bank's team and shall start the work on fulfilment of pre requisites.
 - Execute Vulnerability Assessment and Penetration testing of Bank's IT Infrastructure and Applications as per the scope on the written permission of the Bank and in the presence of Bank's Officials.
 - In case of compliance verification, verifying the observations for closure of findings.
- b. **Detailing the Security Gaps**
- c. Detailing the System setup used and the tests conducted in assessment.
- d. Critical vulnerabilities observed during VAPT along with recommendations should be immediately brought to the notice of Bank without waiting for the completion of VAPT. On closure of critical vulnerability, verification of closure shall have to be performed.
- e. Analysis of the findings and Document the security gaps i.e. vulnerability, security flaws, loopholes, threats, etc. observed during the course of the VAPT activity as per the scope of work.
- f. Document recommendations and solutions for addressing these security gaps and categorize the identified security gaps based on their criticality.
- g. Chart a roadmap for the Bank to ensure compliance and address these security gaps.
- h. **Addressing the Security Gaps**
 - i. Recommend Actionable fixes for systems vulnerabilities in design or otherwise for application systems and network infrastructure. If recommendations for Risk Mitigation /Removal could not be implemented as suggested, alternate solutions to be provided.
 - j. Suggest changes/modifications in the Security Policies implemented along with Security Architecture including Network and Applications of the Bank to address the same.

The Draft report of the VAPT findings should be submitted to the Bank for Management comment.

Phase II

a. Submission of Final Reports

The Service Provider should submit the final report of VAPT findings as per the report format mentioned in Deliverables. All the VAPT reports submitted should be signed by technically qualified persons and he/she should take ownership of document and he/she is responsible and accountable for the document/report submitted to the Bank.

The final report has to be submitted within -2- months of submission of the initial draft report.

Service provider will also submit the Executive Summary Report.

b. Acceptance of the Report

The Report shall be accepted on complying with the formats of VAPT Report as mentioned in the RFP and acceptance of the audit findings.

1.5 Deliverables

The deliverables for VAPT activity are as follows:-

Execution of Vulnerability Assessment and Penetration Testing for the identified network devices, security devices, servers, applications, websites, interfaces (part of application), mobile applications, thick/thin clients, APIs etc. as per the Scope mentioned in this RFP and Analysis of the findings and guidance for resolution of the same

- a. Verification of closure of critical vulnerability.
- b. Perform compliance verification of closure of findings.
- c. Draft VAPT Report followed by final report.
- d. Compliance verification (Optional)

The VAPT Report should contain the following:-

- Identification of Auditee (Address & contact information)
- Dates and Locations of VAPT
- Terms of reference
- Standards followed including confirmation of testing as per International Best practices and OWASP Web/Mobile application security guidelines.
- Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, penetration testing, application security assessment, website assessment, etc.)
- Tools used and methodology employed
- Positive security aspects identified
- List of vulnerabilities identified
- Description of vulnerability
- Risk rating or severity of vulnerability
- Category of Risk: Very High(Critical) / High / Medium / Low
- Test cases used for assessing the vulnerabilities

- Illustration of the test cases
- Applicable screenshots.
- Analysis of vulnerabilities and issues of concern
- Recommendations for corrective action
- Personnel involved in the audit

The Service Provider may further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process. All the gaps, deficiencies, vulnerabilities observed shall be thoroughly discussed with respective bank officials before finalization of the report.

The VAPT Report should comprise the following sub reports:-

VAPT Report – Executive Summary: - The vendor should submit a report to summarize the Scope, Approach, Findings and recommendations, in a manner suitable for senior management. Selected Bidder will also detail the positive findings (No Gap found) for various tests conducted.

VAPT Report – Core Findings along with Risk Analysis: The vendor should submit a report bringing out the core findings of the VAPT conducted for network devices, security devices, servers and websites.

VAPT Report – Detailed Findings/Checklists: The detailed findings of the VAPT would be brought out in this report which will cover in details all aspects viz. identification of vulnerabilities/threats in the systems (specific to equipment's/resources –indicating name and IP address of the equipment with Office and Department name), identifications of threat sources, identification of Risk, Identification of inherent weaknesses, Servers/Resources affected with IP Addresses etc. Report should classify the observations into Critical /Non Critical category and asses the category of Risk Implication as Very High (Critical) /High/Medium/Low Risk based on the impact. The various checklist formats, designed and used for conducting the VAPT activity as per the scope, should also be included in the report separately for Servers (different for different OS), application, Network equipment's ,security equipment's etc. , so that they provide minimum domain wise baseline security standard /practices to achieve a reasonably secure IT environment for technologies deployed by the Bank. The Reports should be substantiated with the help of snap shots/evidences /documents etc. from where the observations were made.

VAPT Report – In Depth Analysis of findings /Corrective Measures & Recommendations along with Risk Analysis: - The findings of the entire VAPT Process should be critically analyzed and controls should be suggested as corrective /preventive measures for strengthening / safeguarding the IT assets of the Bank against existing and future threats in the short /long term. Report should contain suggestions/recommendations for improvement in the systems wherever required. If recommendations for Risk Mitigation /Removal could not be implemented as suggested, alternate solutions to be provided. Also, if the formal procedures are not in place for any activity, evaluate the process & the associated risks and give recommendations for improvement as per the best practices.

- Separate reports should be provided for international territories.
- Separate reports should be provided for common infrastructure assets and Applications.

Documentation Format

- All documents will be handed over in soft copy format.
- Soft copies of all the documents properly encrypted in MS Word /MS Excel /PDF format along with the hard copies.
- All documents shall be in plain English.

EFFORT ESTIMATION CRITERIA ON HIGH MEDIUM LOW PARAMETERS

VAPT Cost estimation of applications will be based on effort estimation on High, Medium and Low as under:

Type of Application	Score
High	≥ 08
Medium	$5 < \text{Score} < 08$
Low	$\text{Score} \leq 5$

Sample assessment of effort estimation

Application Name		
Criteria	Response	Score
Accessible from Web Browser	Yes	2
Web application having customer interface	Yes	0
Mobile Application- Android Platform	No	0
Mobile Application- iOS Platform	No	0
Internet Facing Application	Yes	3
Transaction based application	No	0
No. of integrations (>2)	3	2
Type of Application	Medium	7

Legends

Scoring Legend	Score				Minimum Score	Maximum Score
	=1	=2	=3	=0		
Accessible by Web Browser**		Yes		No	0	2
Web application having customer interface##		Yes			0	2
Mobile Application- Android Platform		Yes		No	0	2
Mobile Application- iOS Platform		Yes		No	0	2
Internet Facing Application**##			Yes	No	0	3
Transaction based application			Yes	No	0	3
No. of integrations (>2)	<= 2	3	>=4	No	1	3

** The application will be considered either Accessible by Web Browser or Internet Facing Application

##The application will be considered either Web application having customer interface or Transaction based application.

DETAILS OF INFRASTRUCTURE AT BANK'S DC/DR

Bank's Data Centre

Bank has state of the art Data Centre/DR sites at Mumbai and Hyderabad as per tier 3 standard. DC/DR sites is connected to all the Branches in India, overseas territories, Bank's subsidiaries and business partners like NFS, Visa Card, Master card, SWIFT, NSE and BSE etc. DC Operation is jointly managed by HP/DXC and the Bank's team. Bank has implemented various applications at DC and DR in the centralized environment. Irrespective of the present status of applications, systems, processes, interfaces, hardware, networking equipments, security devices etc. implemented at DC/DR site, all future changes including new initiatives will be covered as part of the scope of work during the term of the engagement. Bank has also implemented a Near Site in Mumbai.

Network Architecture

Bank has implemented its DC/DR in Mumbai and Hyderabad with Link level and device level redundancies. Bank's DC and DR sites are connected to various branches through MPLS link, ISDN links, VSAT. Bank's onsite ATMs are part of the branch network. Offsite ATMs and select remote branches are connected through VSATs. Bank's overseas branches/territories networks are managed by British Telecom and Cables and Wireless.

Details of Information Security Policies

Bank has following Board approved policies:

- Information Security Policy
- Cyber Security Policy
- Business Continuity Plan
- Purging and Archival policy
- Data Privacy & Protection Policy

To complement Information Security Policy, Bank has 22 Standard and Guideline documents covering various aspects of Information Security. In addition, Bank has ISMS framework documents as per ISO27001

2. Evaluation process

A two bid system is adopted for selection of the Service Provider:

- ▶ Stage 1 –Eligibility Bid evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidders
 - Technical Bid Evaluation
 - Commercial Bid Evaluation
 - Weighted evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any bids in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

2.1 Eligibility Bid

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

2.2 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- ▶ Technical Bid Evaluation
- ▶ Commercial Bid Evaluation
- ▶ Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70%

and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

○ **Technical Bid Evaluation**

The bidder needs to achieve a cut – off score of 70% marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S.No	Criteria	Evaluation Parameters	Max Marks	Documents to be submitted	Proposed
Credentials (please refer NOTE 1 to 2)					
1	No of Years' experience in conducting VA & PT of bank's applications and related infrastructure (Servers, Network devices, Security Devices, Databases) in last 3 years e.g. 2019-20, 2020-21, 2021-22 in Schedule commercial Banks in India	For each year of experience of VAPT assignment (Marks per year of experience 3) Additional bonus Marks per assignment in Large Bank in India having minimum 2000 branches (Marks per year of experience in large Bank 2)	15	Documentary Proof of order / contract copy / customer citation.	
2	Experience in conducting VA & PT of bank's applications and related infrastructure (Servers, Network devices, Security Devices, Databases) in last 3 years e.g. 2019-20, 2020-21, 2021-22 in Schedule commercial Banks	For each consultancy assignment per bank (Marks per bank 3)	9		
3	Experience in VA & PT of any one of the Bank's applications e.g. Internet banking, Internet Payment Gateway and UPI for at	For each application experience per bank per year	12		

	least 1 Bank in India in last 3 years e.g. 2019-20, 2020-21, 2021-22 in Schedule commercial Banks	(Marks per credential 4) (Max Marks per year 4)			
4	Experience in VA & PT of Mobile applications (Android/IOS) and related server infrastructure for Banks in India in the last 3 years e.g. 2019-20, 2020-21, 2021-22 in Schedule commercial Banks	For each experience per bank per year (Marks per credential 3) (Max Marks per year 3)	9		
Sub-total (Credentials)			45		
Manpower (please refer NOTE2)					
1	Proposed team members must have experience in executing similar projects in banks out of which at least one should be a public sector Bank in India.	(Marks per Team member experience 2.50)	10	1. Copy of relevant Certificate;	
2	Team Members to be deployed should be Certified on any one or more certifications such as CCE/ GCCE/ CEH/ CCCE/ OSCP/ ECSSA/ CPTE/ CHFI/ LPT/ CPT/ CEPT/ GPEN and CMWAPT	(Marks per Team member credentials 1)	5	2. Proof of employment with the Bidder.	
3	Details of Licensed Tools to be deployed in Bank for VAPT	2.5 Marks for each tool	10	As per annexure and copy of the certification	
Subtotal of Manpower and Tools user			25		
Presentation					
1	Demonstration of in-depth understanding of the scope		10	Subjective evaluation based on technical proposal	

				and presentation	
2	Methodology & approach		10	Subjective evaluation based on technical proposal and presentation	
3	Team Profile- Experience of key personnel assigned (Based on the curriculum vitae of the team leader, subject matter experts etc.		10	Subjective evaluation based on technical proposal and presentation	
TOTAL MARKS			100		

NOTE 1: Experience of last -3- years during the period from 01/04/2019 till 31/03/2022 only will be counted in Eligibility and Technical Evaluation of the Bids.

NOTE 2: For manpower consideration, the Employee should be on the payroll of the Bidding Company as on date of submission of this bid response. 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.

In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the Bank's requirement

○ **Commercial Bid Evaluation**

The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the eligible vendors.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

○ **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

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

$$\left[\frac{C_{low}}{C} * 100 \right] * X + T(1 - X)$$

C stands for discounted rate arrived basis of commercial evaluation;

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

T stands for technical evaluation score and

X is equal to 0.30.

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

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

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

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

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

2.3 Submission of Bid

Two Sets of Bids should be submitted along with Application money and Bid Security Declaration which should be in a separate unsealed envelope, before the RFP closing date and time.

Each set (sealed master envelop) should contain -1- sealed Technical and -1- sealed Commercial Bids in separate sealed envelopes.

Sealed Master envelop should be superscribed as PROPOSAL for Selection of “Service Provider for conducting Vulnerability Assessment and Penetration Testing of Bank’s applications and Infrastructure.”

The sealed envelopes containing Technical proposal should be superscribed as “TECHNICAL PROPOSAL Selection of “Service Provider for conducting Vulnerability Assessment and Penetration Testing of Bank’s applications and Infrastructure.” and the sealed envelopes containing the Commercial proposal should be superscribed as “COMMERCIAL PROPOSAL for Selection of “Service Provider for conducting Vulnerability Assessment and Penetration Testing of Bank’s applications and Infrastructure.” The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelopes.

The soft copy of the technical proposal in MS-Word / Excel format should also be submitted in a CD along with hard copy of the technical proposal. It should be noted that in case of any discrepancy observed in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy and vice-versa, Bank reserves right to accept the same at its discretion.

The Bidder shall submit the proposals properly filed so that the papers are not loose. The Bidder shall submit the proposal in suitable file such that the papers do not bulge out and tear during scrutiny. All the pages of the proposal including documentary proofs should be numbered as “Page ____ (current page) of ____ (Total pages)” and be signed by authorized signatory. The current page number should be a unique running serial number across the entire proposal.

RFP Response should be addressed to:

The Assistant General Manager
Information Security Department
2nd Floor, 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:

Assistant General Manager, Information Security Department, Bank of Baroda, 2nd Floor, Baroda Corporate Centre, C-26, G Block, Bandra Kurla Complex, Mumbai-400051.

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

In case, Bidders are not able to submit bids in physical copies due to Covid-19 lockdown by Government

1. The criteria for evaluation of bids will remain same.
2. Bidders will be required to submit their Eligibility and Technical bids with all documents as attachment on email
3. Commercial bid will be emailed as a separate pdf attachment, which will be password protected.
4. The Bank will seek password of commercial bid on email from only those bidders who qualify on Eligibility and Technical grounds as mentioned in RFP
5. Bidders are strictly advised not to share the password for Commercial bid along with their submissions
6. All bids should be e-mailed to
isd.vapt.bcc@bankofbaroda.com

3. Terms and conditions

3.1 General Terms

- 3.1.1 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or 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 the 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.
- 3.1.2 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”) and no other person or organization.
- 3.1.3 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 3.1.4 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 3.1.5 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 3.1.6 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 3.1.7 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 any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 3.1.8 Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank’s RFP document,

be deemed to have accepted the terms as stated in this RFP document.

- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted.
- 3.1.11 The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.
- 3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.2 Rules for Responding to this RFP

- 3.2.1. The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 3.2.2. All responses received after the due date/time as mentioned in "[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. 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. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 3.2.3. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 3.2.4. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 3.2.5. All questions relating to the RFP, technical or otherwise, must be in writing and

addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

- 3.2.6. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.
- 3.2.7. Respondents should invariably provide details of their email address (es) 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.
- 3.2.8. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 3.2.9. Application Money and Bid Security Declaration as per Annexure - 03. The RFP response without accompanying the Demand Draft / Banker’s Cheque / NEFT or RTGS Confirmation / Bank Guarantee towards Application Money along with Bid Security Declaration are liable to be rejected.
- 3.2.10. Commercial Bid – (As per details given in Annexure 15).
- 3.2.11. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.
- 3.2.12. All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, 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 that may subsist in the submission or accompanying documents
- 3.2.13. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.14. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to

withdraw Bid Security Declaration provided.

- 3.2.15. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 3.2.16. The bidders required to quote for all the components/services mentioned in the “Scope of Work” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.2.17. Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited services that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one option and they have not specified which particular option quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.
- 3.2.18. Bidder must furnish requirements as per the formats provided in the RFP document.
- 3.2.19. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 3.2.20. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 3.2.21. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- 3.2.22. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank’s interpretation will be final.
- 3.2.23. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 3.2.24. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out

of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

- 3.2.25. The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc.as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.
- 3.2.26. Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Group Chief Information Security Officer at ciso@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Group Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
C-26, G-Block, BKC, Mumbai-51

3.3 Price Bids

- 3.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- 3.3.2 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 3.3.3 In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- 3.3.4 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest

calculated at commercial rate.

- 3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.
- 3.3.6 The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.
- 3.3.7 The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- 3.3.8 The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- 3.3.9 Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3.4 Price Comparisons

- 3.4.1. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- 3.4.2. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid

submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

- 3.4.3. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
 - The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
 - The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

3.5 Application Money, Bid Security Declaration and Performance Guarantee

Application Money

Application Money as mentioned in “[A] Important Dates – Application Money” shall be denominated in the Indian Rupees only and shall be paid by way of Bankers Cheque/Demand Draft/Pay Order favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFP response.

Bid Security Declaration

The Bidders will have to submit the “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time period equal to bid validity period as specified in the tender documents while submitting their bid to protect the Bank against the risk of Bidder’s conduct. Offers made without Bid Security Declaration will be rejected

The Bidders will be suspended for the time period equal to bid validity period as specified in the tender documents in the following scenarios:

In case the Bidder withdraws / modify the bid prior to validity period of the bid for any reason whatsoever;

In case the Bidder refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

In case the Bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever

Performance Guarantee

The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 8 to the extent of 3% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the service provider should be included in the remaining amount of the contract value.

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 Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and may suspended the Bidder for the time period equal to bid validity period as specified in the tender documents

Software/Hardware requirements

All the softwares, hardware equipment's like Laptops, tools etc. to carry out the assignment has to be brought by the selected Bidder at no extra cost. Selected Bidder will use audit tools that are licensed and not the trial versions. Auditor should disclose the details of automated tools used for accomplishing the audit process. The auditor must have the valid license of the said automated tool(s). Details of the Audit tools to be used should be provided as per Annexure 12. Auditor shall have to certify that their Laptops, tools being used are free from malware.

Expenses

Bank's DC/DR/Near sites at Mumbai and Hyderabad are covered under the scope for onsite assessment. 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".

For any additional work not covered by the scope of work in this RFP, Bank will pay on the per man day cost basis.

Payment Terms

The SP's fees will be paid in the following manner for each item/activity which is described in the Commercial Proposal.

70% of the professional fee on the completion of the specific line item and submission of initial draft report for Management Comment.

Balance 30% of the professional fees on submission of Final Report to the Bank

All invoices will be paid by the Bank within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the Selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

Ownership of Deliverables

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

Project Timelines

The selected Bidder shall furnish a schedule of assessment within -7- days of issuance of Purchase order. VAPT schedule has to be mutually agreed by both the parties. In certain situations, Bank may be required to defer the scheduled activity due to non-availability of the production environment for VAPT for whatever may be the reason. In such a situation, VAPT activity has to be deferred however the same has to be within the overall contract validity period.

Final VAPT report has to be submitted within -2- months of issuance of the initial Draft report after considering the Management comments on the Draft report.

Adherence To Standards

The selected Bidder should use the latest ISO27001 and PCI-DSS standards, RBI, Cert-In, NPCI Guidelines in carrying out task as per Scope of Work.

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

The Bank and Regulatory bodies such as RBI reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder.

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

3.6 Others

3.6.1 The services / deliverables will be deemed accepted only after successful sign off from Bank's identified Project Manager.

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

- 3.6.3 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 3.6.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 3.6.5 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 3.6.6 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.6.7 The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

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

3.6.9 The Bank and the bidder covenants and represents to the other Party the following:

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

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

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

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

3.7 Other RFP Requirements

- 3.7.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.
- 3.7.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 3.7.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.7.4 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.7.5 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 3.7.6 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 3.7.7 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

- 3.7.8 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 3.7.9 Right to Alter Scope – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions scope.
- 3.7.10 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 3.7.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 3.7.12 The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 3.7.13 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

3.8 Corrupt and Fraudulent Practices

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

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

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

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

Bidders responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

3.9 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 copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

3.10 Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be born by the vender.

3.11 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 the instructions mentioned in the RFP document.

- ▶ It is not accompanied by the requisite Application Money and Bid Security Declaration
- ▶ It is not properly or duly signed.
- ▶ It is received through email.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP
- ▶ Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

4. General Terms and Conditions

4.1 Dispute Resolution

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

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

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

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

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

4.2 Governing Laws

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

4.3 Notices and other Communication

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

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately

after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

4.4 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

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

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

4.5 Assignment

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

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

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified

4.7 Waiver

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

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

4.8 Confidentiality

The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the bank, which the bidder shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b. Bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Bidder
- c. Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- e. Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from

BOB.

- The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

4.9 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider:

breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- ▶ failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of substandard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

Bank may terminate this RFP or subsequent agreement on happening of following events:

- ▶ The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
- ▶ The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- ▶ Failure of the Bidder make good the situation within the remedy period
- ▶ The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.

The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.

4.10 Effect of termination

If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

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

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

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- ▶ The rights granted to Bidder shall immediately terminate.
- ▶ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- ▶ Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.11 Publicity

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

4.12 Solicitation of Employees

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

4.13 Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.14 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

4.15 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

damages.

4.16 Indemnity

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

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- ▶ an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- ▶ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- ▶ notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- ▶ co-operates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace

or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Bidder shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- ▶ any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

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

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

4.17 Corrupt and Fraudulent Practices

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

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

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

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

4.18 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.19 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 copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

4.20 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 the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Bid Security Declaration
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

4.21 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation

arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

Under no circumstances BOB shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and both the parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

4.22 Grievance Redressal

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to Group Chief Information Security Officer at ciso@bankofbaroda.com. It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

4.23 Provident Fund

Bidder need to ensure that their all employees are covered under PF. Bidder need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response.

4.24 Property Rights

- Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.
- Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.
- Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

4.25 Information Confidentiality

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

5. Disclaimer

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

Annexure 01 - Table of Contents

Technical Bid envelope to contain the following

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

No	Particulars	Bidder to furnish details	Reference Page no of relevant document in RFP response
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 (Rs. in Crores) of the Bidder (not of the group) FY 2018-19 Audited. FY 2019-20 Audited. FY 2020-21 Audited (Copy of audited financial statements for above years to be submitted or CA certificate)		

No	Particulars	Bidder to furnish details	Reference Page no of relevant document in RFP response
10	<p>Net profit (Rs. in Crores) of the Bidder (not of the group)</p> <p>FY 2018-19 Audited.</p> <p>FY 2019-20 Audited.</p> <p>FY 2020-21 Audited</p> <p>(Copy of audited financial statements for above years to be submitted or CA Certificate)</p>		
11	<p>Details of the similar assignments on hand as on date (Name of the Bank, time projected for execution of the assignment and documentary proofs such as work order are to be furnished)</p>		
12	<p>Details of Engagement Manager, Team Leader and Team Members.</p> <p>Details of similar assignments handled by the said employee / consultant: Documentary proofs for all the assertions are to be enclosed in the form of Certificates, CVs, employment letter etc. to be enclosed.</p>	As per Annexure 13	
13.a	<p>Name of the Engagement Manager identified for this assignment and his professional qualifications and experience/expertise</p>		
13.b	<p>Name of Onsite Team Leader</p>		
13.c	<p>Names of the other team members identified for this assignment</p>		
14	<p>Estimated work plan and time schedules for providing services for this assignment.</p>		
15	<p>Effort estimate and elapsed time are to be furnished.</p>	As per Annexure-11	
16	<p>Details of inputs, infrastructure requirements required by the Bidder to execute this assignment.</p>		

No	Particulars	Bidder to furnish details	Reference Page no of relevant document in RFP response
17	Details of the Bidder's proposed methodology/approach with reference to the scope of work.		
18	Details of deliverables, other than the deliverables with reference to the scope of work.		

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-2 (eligibility criteria) & (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 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) as on the date of tender submission.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder		Letter of confirmation from Bidder.
5	The Bidder should not have been involved in carrying out VAPT (Applications which are hosted in Bank's Data Centre Environment) Continuously for Last two years.		Letter of confirmation from Bidder.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
B	Financial		
1	The Bidder must have registered a turnover of Rs. 10 Crores or above (from Indian Operations only) in each year during the last three completed financial years–2018-19, 2019-20 & 2020-21 (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2018-19, 2019-20 & 2020-21. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be Net profit making entity (from Indian operations only) continuously for the last three years that is financial years –2018-19, 2019-20 & 2020-21.		Audited Financial statements for the financial years 2018-19, 2019-20 & 2020-21. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
C	Experience & Support Infrastructure		
1	Bidder should have conducted VAPT for at least two Scheduled Commercial Banks in India for last 3 years–, 2019-20, 2020-21 & 2021-22		Documentary Proof of order / contract copy / customer citation.
2	The Bidder should have at least 05 certified penetration testers as full time employee having any one or more of the following certifications. (CEH/ OSCP/ ECSA/ CPTE/ CHFI/ LPT/ CPT/ CEPT/ GPEN/ CMWAPT)		As per Annexure 12
3	The Bidder should be empanelled by CERT- In as on the last date of submission of RFP. It is the responsibility of the successful vendor to submit renewed certificate in case Cert-IN empanelment validity expiring during the contract		Documentary Proof to be attached

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	period, failing which Bank will terminate the contract.		
4	The Bidder must not be Bank's application implementer / solution providers, assistance providers for implementation with an alliance with Banks SI.		Letter of confirmation from Bidder

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 03 - 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 400051

Sir,

Sub: RFP for Selection of Service Provider for conducting VAPT of Bank's Web Application & Infrastructure.

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
Address
Email and Phone #

Annexure 05 – Undertaking from the Bidder

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 conducting VAPT of Bank's Web Application & Infrastructure.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to deliver all the deliverables mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) 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".
 - a) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -
 - ii. Amount and Currency in which Commission paid / payable -
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 06–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[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, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects 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.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Scope/Commercial/Legal/General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Annexure 07–Conformity Letter

(This letter should be on the letterhead of the 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 conducting VAPT of Bank's Web Application & Infrastructure.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 8 -Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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 (the Bank) vide their Purchase Order no. dated (herein after referred to as "PO") for

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

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./- (Rupees only) against any loss or

Request for Proposal For Selection of Service Provider for conducting VAPT of Bank's Application & Infrastructure

damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-
(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

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

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

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

For and on behalf of

Branch Manager

Seal and Address

Annexure 9 – 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

Request for Proposal For Selection of Service Provider for conducting VAPT of Bank's Application & Infrastructure

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 disfavor 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/authorised 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 closed 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 Bid Security Declaration

The Bidders will have to submit the “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time period equal to bid validity period as specified in the tender documents while submitting their bid to protect the Bank against the risk of Bidder’s conduct.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 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.

5.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.3 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 utilised to recover the aforesaid sum and interest.

5.1.4 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.

5.1.5 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.

5.1.6 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.

5.1.7 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.

- 5.1.8 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.9 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 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.
- 5.3 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.

6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems / subsystems or 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 / sub systems or services was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, 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.

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

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

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

ANNEXURE- 10 : EXPERIENCE DETAILS
DETAILS OF VAPT ASSIGNMENTS CARRIED OUT IN INDIA

Sr. No.	Name of the Client	Client segment Bank or BFSI or Others	Date of PO	Date of completion of assignment	Brief Scope of Work	Name of Lead consultant	Contact person details of the client	RFP response Page Ref. No.

Please submit copy of Purchase order and Client Certificate

Place:

Date:

Seal and Signature of Bidder

ANNEXURE-11 : ESTIMATED EFFORT AND ELAPSED TIME

Sr. No.	Activities as per Scope of Work Effort estimate per application	Elapsed Time	Effort in Man days for 1 st assignment		Number of team members to be deployed for 1 st assignment		Effort in Man days for repeat assignment		Number of team members to be deployed for repeat assignment		Remarks
			1st Assignment				Repeat Assignment				
			VAPT	Compliance Verification	VAPT	Compliance verification	VAPT	Compliance Verification	VAPT	Compliance verification	
1	High										
2	Medium										
3	Low										

Place:

Date:

Seal and Signature of Bidder

ANNEXURE-12 : DETAILS OF TOOLS AND TEAM MEMBERS TRAINED/CERTIFIED ON TOOLS

Sr. No.	Name of Tool	Date of Procurement	License Details and Validity	Names of Employee certified on Tool	Names of Employee Trained on Tool	Page Ref. of CV

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

Place:

Date:

Seal and signature of the Bidder

ANNEXURE-13 : PROPOSED TEAM PROFILE

Sr.No.	Name of Proposed Engagement Manager /Proposed Team	Proposed Role	Prof. Qualifications	Certifications/ Accreditations	VA & PT expertise (Mention if he has worked for Banks earlier) In terms of years and areas of expertise	IT Security Expertise In terms of years and areas of expertise	Number of VAPT assignments involved	In Banks/other institutions	Details of Tools known	RFP response Page Reference #	Team Member: Onsite/ Offsite

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

Place:

Date:

Seal and signature of the Bidder

ANNEXURE-14 : COMMENTS ON TERMS & CONDITIONS & SERVICES/PRE BID QUERY FORMAT

Please submit your pre bid queries in the format as mentioned below.

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.

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

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

Place:

Date:

Seal and signature of the Bidder

ANNEXURE-15 : COMMERCIAL BID FORMAT
Commercial Bid Format (in Rupees excl. taxes)

Sr. No.	Effort estimate per Application	Notional Count (A)	Cost of 1 st Assignment per application		Cost of 1 st Repeat Assignment per application		Cost of 2 nd Repeat Assignment per application		Cost of 3 rd Repeat Assignment per application		Total Cost F=A*(B+C+D+E+F+G+H+I)
			VAPT(B)	Compliance verification(C)	VAPT(D)	Cost of Compliance verification(E)	VAPT(F)	Cost of Compliance verification (G)	VAPT(H)	Cost of Compliance verification (I)	
1	High	25									
2	Medium	50									
3	Low	50									
GRAND TOTAL											

GRAND TOTAL (Amt. in words): _____

Please also furnish the following:

1. Average cost per man-day (in Rupees):
2. Rate per man-day for Senior Resource (in Rupees):
3. Rate per man-day for other Resources (in Rupees):
4. Rate per man-day external site duty (Composite Rate):
 1. The prices quoted above should be inclusive of all taxes, levies, cess, and duties etc. except Goods & Services tax. The GST shall be payable on actual basis.
 2. For applications sharing common platforms, VAPT cost of one application shall be paid @ 100 % of highest applicable effort estimation and subsequent applications shall be paid at 50% of the cost of VAPT, based on efforts estimation (High/Medium/Low) as common infrastructure components will need not be tested again Bank reserves the right to avail any one or more services from the above line items.
 3. Bank reserves the right to increase or decrease the quantity of any one or more applications VAPT assessments and Compliance verification.
 4. In case of any travel out of Mumbai, Hyderabad for such extra work, Bank will pay only hotel accommodation charges and return ticket fare as per the Bank's policy as applicable to the Senior Manager grade officials of the Bank.
 5. The cost should be all inclusive including usage of tools etc.

Place:

Date:

Seal & Signature of the Bidder

Bank of Baroda,
Information Security Department,
2nd Floor, Bank Corporate Centre,
C-26, G-Block, Bandra Kurla Complex,
Bandra (East), MUMBAI – 400051.

End of Document