



**Request for Proposal for
Selection of Service Provider for Conducting Comprehensive Information
System Audit and Vulnerability Assessment and Penetration Testing of
Bank of Baroda sponsored RRBs -Data Centre/Disaster Recovery
Centre/Near DR Site**

Reference No. HO: RRB&RSETI:RRB:RFP:113:232

Date: 01.05.2021

**Bank of Baroda
RRB Cell
RRBs & RSETIs Department, Head Office
4th floor, Baroda Bhavan, R C Dutt Road,
Alkapuri, Vadodara 390007**

“For Annexures and Appendices details kindly visit www.bankofbaroda.in under tenders section”

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	1 st May 2021
2	RFP Coordinator	Mr Gajendra Kumar Paneri, (General Manager)
	Email id	rrbcell.bcc@bankofbaroda.co.in
	Address for Submission of Proposal	General Manager, Bank of Baroda, RRB Cell, RRBs & RSETIs Department, Head Office, 4th floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara 390007
3	SPOC	Surender Kumar (0265 231 6459/ 53)
4	Last date of submission of any query / reporting any error	05:00 PM on 10 th May 2021
5	Pre-bid Meeting date / venue	03:00 PM on 15 th May 2021 Bank of Baroda, RRB Cell, RRBs & RSETIs Department, Head Office, 4th floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara 390007
6	Last Date of Submission of RFP Response (Closing Date)	03:00 PM on 21 st May 2021 at Bank of Baroda, RRB Cell, RRBs & RSETIs Department, Head Office, 4th floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara 390007
7	Date of opening of Eligibility cum Technical Bid	04:00 PM on 21 st May 2021 at Bank of Baroda, RRB Cell, RRBs & RSETIs Department, Head Office, 4th floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara 390007
8	Announcement of technical bid qualifiers and opening of commercial bid	The commercial bids of only those vendors will be opened 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 vendors.
	Commercial Bid	
9	Application Money (Non Refundable)	Rs. 20,000/- (Rupees Twenty Thousand Only)
10	Bid Security (Earnest Money Deposit)	Rs. 2,00,000/- (Rupees Two Lakh Only)

Request for Proposal (RFP) document solely for the purpose of enabling Bank of Baroda ("the Bank") to identify suitable organizations to tender for the provision for selection of service provider for conducting comprehensive Information System Audit and Vulnerability Assessment and penetration Testing of Bank of Baroda sponsored RRBs- Data Centre/Disaster Recovery Center/ Near DR site

Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.bankofbaroda.in under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Vendor can contact through email to rrbcell.bcc@bankofbaroda.co.in for any queries related to above mentioned schedule. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event.

Due to COVID-19 Situation Bank may at any point of time may conduct the Pre-bid meeting/ Presentation through Microsoft Teams application or any other suitable online/ offline mode. Bidders shall communicate to Bank's Email ID rrbcell.bcc@bankofbaroda.co.in

Eligibility cum Technical bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives, desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by Bank.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

Bank, BOB means 'Bank of Baroda'
RFP means the Request For Proposal document
Bank / RRB means, Regional Rural Bank (including Baroda Gujarat Gramin Bank, Baroda Rajasthan Kshetriya Gramin Bank and Baroda UP Bank)
Recipient, Respondent and Bidder and Vendor means "Respondent to the RFP Document".
Auditor/ Consultant would mean Auditing / Consulting firms, Service Provider
RFP means the "Current RFP Document"
ASP Means the "Application Service Provider"
DC Means the RRBs Data Centre at Mumbai
DR, DRS Means RRBs Disaster Recovery Site at Hyderabad
NDR Near DR Means RRBs Near Disaster Recovery Site at Vashi, Navi Mumbai
BFSI means Banking, Financial Services and Insurance
DRP Means the "Disaster Recovery Procedures"
SPOC Means Single Point Of Contact
SP Means Service Provider

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Confidentiality:

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

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Annexure 3 - Eligibility Criteria Compliance

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1 Introduction

1.1 Introduction and Disclaimer

On behalf of its sponsored RRBs, Bank is now issuing this Request for Proposal (RFP) document solely for the purpose of enabling Bank of Baroda (“the Bank”) to identify suitable organizations to tender for the provision for selection of service provider for conducting comprehensive Information System Audit and Vulnerability Assessment and penetration Testing of Bank of Baroda sponsored RRBs- Data Centre/Disaster Recovery Center/ Near DR site implemented under the Technology Enabled Business Transformation Project .

The RFP document is not a recommendation offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between RRBs and any successful bidder as identified after completion of the selection process as detailed -in Section 4 – Evaluation process of this RFP

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or 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.

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

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

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

1.5 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.

1.6 Eligibility Criteria

Service Providers who wish to bid should conform to the Eligibility criteria as per Annexure 3.

1.7 Costs Borne by Respondents

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

1.8 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.

1.9 Recipient Obligation to Inform Itself

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

1.10 Evaluation of Bids

The evaluation of the bids will be done as per evaluation criteria mentioned in “Consultant’s Selection / Evaluation process” of this RFP document. The Bidders who do not qualify the Eligibility criteria as stipulated under Annexure 3 will not be considered for technical evaluation. A Bidder not eligible under Technical Bid will not be considered for opening of Commercial Bid.

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

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

For meeting the requirements of Eligibility criteria, date of RFP would be considered as the date on which the Bidder would be eligible. For Technical Evaluation criteria the date on the basis of which marks would be given would be date of RFP.

1.11 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.11 timeframe clause

1.12 Standards:

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

1.13 Acceptance of Terms

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

2 RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money of Rs. 20,000/- (Twenty Thousand Only) by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Baroda, payable at VADODARA, which is nonrefundable, 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.

2.1.2 RFP Closing Date

RFP Response should be received by the officials indicated not later than 3:00 PM on 21st May, 2021 at Bank of Baroda as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The response to RFP or tender duly signed must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include

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all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

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.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. 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.

2.4 RFP Validity period

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

2.5 Contract period

The bidder should note that the contract entered with the successful vendor will be for a period of three years. However, the bank will have the right to renegotiate these prices at the end of the contract period.

2.6 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP to **RFP Coordinator**.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the address mentioned in 2.13. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

The Respondent must communicate the same in writing prior to the pre-bid meeting latest by 15th May 2021, 3:00 PM. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. 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.

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Respondents should invariably provide details of their valid email address (es) as responses to queries will only be provided to the Respondent via valid 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.

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

2.7 Notification

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.

2.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. shall be a disqualification. Bank shall reject responses to the tender without assigning any reasons to respondent.

2.9 Language of Tender

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

2.10 Formats of Bids

The bidder should use the formats prescribed by the Bank in the TENDER for submitting the bids.

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

2.11 Timeframe

The following is the timeframe 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.

#	Particulars	Timeline
1	RFP Issuance Date	1 st May 2021
2	Addendum Issued	07 th May 2021
3	Last Date of Receiving Clarifications Before the Pre-bid Meeting	5:00 PM on 10 th May, 2021
4	Pre-bid Meeting	3:00 PM on 15 th May, 2021

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5	Last Date of Submission of RFP Response (Closing Date)	3:00 PM on 21 st May, 2021
6	Eligibility Bid Opening Date	4:00 PM on 21 st May, 2021

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.

Note: Bidders can depute their representative (only one) to attend the Technical bid opening process. No separate intimation will be given in this regard to the Bidders for deputing their representatives for technical bid opening. Only those Bidders who qualify in the Technical Evaluation process will be invited for Commercial Bids opening.

2.12 RFP Response Submission Details

Eligibility, Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing: **“PROVISION FOR SELECTION OF SERVICE PROVIDER FOR CONDUCTING COMPREHENSIVE INFORMATION SYSTEM AUDIT AND VULNERABILITY ASSESSMENT AND PENETRATION TESTING OF BANK OF BARODA SPONSORED RRBS- DATA CENTRE/DISASTER RECOVERY CENTER/ NEAR DR SITE SUBMITTED BY ON AT VADODARA, DUE DATE”** on the top of the sub-envelope. The contents like Eligibility, Technical OR Commercial should also be super scribed on the envelop. The sub envelopes for eligibility should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1.1 and the Bid Security as per 2.15. The technical sub-envelope should also have the hard copy and CD for Technical Bid. A masked copy of the entire price bid after masking the prices should accompany the Technical Bid. **“PROVISION FOR SELECTION OF SERVICE PROVIDER FOR CONDUCTING COMPREHENSIVE INFORMATION SYSTEM AUDIT AND VULNERABILITY ASSESSMENT AND PENETRATION TESTING OF BANK OF BARODA SPONSORED RRBS- DATA CENTRE/DISASTER RECOVERY CENTER/ NEAR DR SITE SUBMITTED BY ON AT VADODARA, DUE DATE”** on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These three separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR RRBS – PROVISION FOR SELECTION OF SERVICE PROVIDER FOR CONDUCTING COMPREHENSIVE INFORMATION SYSTEM AUDIT AND VULNERABILITY ASSESSMENT AND PENETRATION TESTING OF BANK OF BARODA SPONSORED RRBS- DATA CENTRE/DISASTER RECOVERY CENTER/ NEAR DR SITE - TENDER REFERENCE NO. SUBMITTED BY ON AT VADODARA, DUE DATE”**

The response should be organized and submitted in the following manner:

Eligibility Bid

- ▶ Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 3) – Appendix 1.
- ▶ Duly filled up Annexure 3 – Eligibility Criteria Compliance.
- ▶ Supporting credential letters or copies of documentation from clients or purchase order copies certifying compliance.

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- ▶ Application Money and Bid Security money. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected.
- ▶ Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee) as per Appendix 3.
- ▶ Table of Contents (list of document enclosed) – Appendix 2.

Technical Bid

- ▶ One copy of the Technical Bid with pages properly numbered, each page signed and stamped. The Technical Bid should be bound in such a way that the sections of the Bid cannot be removed and separated easily.
- ▶ One copy of the masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Bidder as part of the commercial offer except that the masked price bid **should not contain any financial information**. Refer Annexure 6 – Masked Commercial Bid format).
- ▶ One Compact Disk (CD) containing the soft copy of Technical Bid should be provided.
- ▶ Annexure 1 – Conformity with Hardcopy letter (The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy).

Commercial Bid

One hard copy of the Commercial Bid (Refer Annexure 5 – Commercial Bid format).

- ▶ One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided (Refer Annexure 5 – Commercial Bid format).
- ▶ Annexure 1 – Conformity with Hardcopy letter (The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy).

Please note: If any envelope is found to contain eligibility, technical and commercial bid in a single envelope or commercials are provided along with the technical / eligibility bid, then that offer will be rejected outright.

- a) Bidder will submit separate Demand Draft / Banker's Cheque drawn in favor of Bank of Baroda payable VADODARA towards Application Money for Rs. 20,000/- (INR Twenty thousand only) and Demand Draft / Banker's Cheque / Bank Guarantee towards Earnest Money Deposit for Rs. 2,00,000/- (INR Two lakh only) respectively. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money and Earnest Money Deposit are liable to be rejected.

The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy as per letter format given in Annexure 1 – Conformity with Hardcopy letter.

All the pages of the proposal including annexure, appendices and documentary proof should be numbered and be signed by the authorized signatory.



Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions set out therein should also be enclosed in the envelope.

The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL / DUPLICATE in each envelope set.

The proposal should be prepared in English in MS Word/Excel/PowerPoint format.

The email address and phone/fax numbers of the bidder shall also be indicated on sealed envelopes. All envelopes must be super scribed with the following information as well:

Name of the bidder with contact number and email ID.

The above mentioned envelopes as indicated must be addressed to General Manager (RRBs & RSETIs) and delivered to the following:

**General Manager
Bank of Baroda
RRB Cell, RRBs & RSETIs Department
Head Office, 4th floor, Baroda Bhavan
R C Dutt Road, Alkapuri
Vadodara 390007**

Only one submission of response to RFP by each Respondent will be permitted. The consortium is not allowed.

All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent. The Respondent is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 1 – Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

All envelopes should be securely sealed and stamped. The authorized signatories of the Respondent should initial / sign on all pages of Eligibility and Technical Bids. Unsigned documents shall be out rightly rejected.

Appendix 2 – Table of Contents can be used as checklist.

2.13 Contact Details for Responding to RFP

RFP Coordinator

The Bank has established a RFP coordinator 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 following RFP coordinator / contact personnel from the Bank:

Mr. Gajendra Kumar Paneri, General Manager, Bank of Baroda, RRB Cell, RRBs & RSETIs Department, Head Office, 4th floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara 390007 Tel – 0265-2316451 (Secy.), Email – gm.rbrseti@bankofbaroda.co.in

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OR

SPOC

Mr. Surender Kumar, Officer IT, Bank of Baroda, RRB Cell, RRBs & RSETIs Department, Head Office, 4th floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara 390007 Tel – 0265-2316459, Email – rrbcell.bcc@bankofbaroda.co.in

2.14 Eligibility and Technical Proposal Format

The Bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to assess the alternatives. Therefore, proposals must be submitted with the following sections.

The eligibility and technical bid should be structured in the following sequence

1. Appendix 2- Table of Contents
2. Covering letter as per Appendix 1 – Covering Letter
3. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to provision for selection of service provider for conducting comprehensive Information System Audit and vulnerability assessment and penetration testing of bank of Baroda sponsored RRBs- Data Centre/Disaster recovery center/ near DR site. A summary of the Bidder's services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.
4. Technical Requirements Compliance: The proposed services of the Bidder's proposal must consist of a response to the technical requirements as per Annexure 4. The Bidder's response must explain the technical specifications wherever required.
5. Copy of Price Bid without commercials as per Annexure 6 – Masked Commercial Bid Format;
6. Annexure 1 Conformity with Hardcopy Letter
7. Annexure 2 Conformity Letter

The eligibility and technical proposal should contain all the above mentioned details

2.15 Earnest Money Deposit (EMD)

1. The Vendor shall furnish, as part of its bid, earnest money deposit of an amount of Rs. 2, 00,000/- (INR Two Lakh Only). The earnest money deposit is required to protect the Bank against the risk of Vendor's conduct.
2. The Earnest Money Deposit shall be denominated in the Indian Rupees (INR) only and shall be in the form of a Demand Draft favoring "Bank of Baroda" payable at VADODARA or a bank guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, which is valid for 6 months, in the form

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provided in the RFP (Appendix 3- Bid Security Form). Any commercial bid not secured in accordance with the above will be rejected by Bank as non-responsive.

3. No interest shall be paid on earnest money deposit. Unsuccessful Bidder's earnest money deposit or bank guarantee will be returned by the Bank.
4. The successful Bidder's earnest money deposit will be adjusted against the security deposit requirement upon the Bidder signing the Contract and furnishing the performance guarantee.
5. In case bank guarantee was provided initially in lieu of the earnest money deposit, then the same will be discharged upon the Bidder signing the contract.
6. The earnest money deposit may be forfeited or the bank guarantee in lieu of earnest money deposit may be invoked by the Bank:
 - a. If the bidder withdraws its bid during the period of bid validity ; or
 - b. In case of the successful Bidder, if the bidder fails to:
 - i. Sign the Contract within 1 month of issue of purchase order / letter of intent.
 - ii. Furnish performance security within 15 days from the date of placing the order by the Bank or signing of the contract whichever is earlier for any reason whatsoever.
7. Earnest Money Deposit will be refunded without interest for the unsuccessful bidders within two weeks from the date of issue of letter of intent to the successful bidder. Bidders are requested to provide the Bank details to enable the Bank to refund EMD through NEFT/RTGS.

2.16 Security Deposit

The selected bidder has to deposit with the Bank an amount equivalent to 5% of the contract value towards security deposit for the entire period of assignment, within 15 days from the date of letter of appointment.

2.17 Commercial Bid

The vendor needs to provide pricing information for the

- Commercial Bid in the format provided in Annexure 5.
- Prices quoted by Vendors should be in Indian Rupees only and inclusive of GST and all other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The service tax would be paid by the Bank at actual.
- The Bank is not responsible for the arithmetical accuracy of the bid. The Vendor 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 Vendor. The Bank at a later date will not accept any plea of the Vendor or changes in the commercial offer for any such assumptions.
- The TDS amount on prevailing rate and work contract tax etc. shall be deducted from selected Bidder's running account / final bills. Necessary certificates shall be issued to the selected Bidder by the Bank.

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- All applicable taxes and other charges in respect of this contract, except GST shall be payable by the selected Bidder and the Bank will not be liable for any claim whatsoever in this respect during the period of a contract. Service tax payable on the payment of the contract amount will be borne by the Bank.

2.18 MSEs (Micro and Small Enterprise (MSE))

MSEs are exempted from paying the application money and Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

3 Project Details

3.1 Introduction

Bank of Baroda has sponsored three (3) RRBs in states viz. (1) Uttar Pradesh (2) Rajasthan and (3) Gujarat with aggregate number of more than 3324 branches. A separate dedicated common DC, DR, NDR Infrastructure have been implemented in a co-location model which caters to all branches of Bank's three sponsored RRBs together under the common infrastructure setup. Bank of Baroda being a sponsor bank to the RRBs takes care of the Centralized DC/DR Infrastructure and services.

Bank intends to engage service provider for conducting comprehensive Information System Audit and Vulnerability Assessment and Penetration Testing of Bank of Baroda sponsored RRBs – Data Centre, Disaster Recovery Site and Near DR site.

RRBs have Hewlett Packard India Sales Private Ltd. (HP) as the System integrator. Core Banking Solution along with various allied Applications has been implemented for all three RRBs over a common Centralized Infrastructures (DC / DR / Near DR) which have been co-located at Service Providers Data Centre locations i.e. Data Centre at Mumbai, Disaster Recovery Centre at Hyderabad and. Near DR setup at Vashi, Navi Mumbai complying with industry standard guidelines.

3.2 Project Overview

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at Mandvi, Baroda and 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' or 'Bidder', to participate in the competitive bidding for appointment of Vendor for carrying out Comprehensive Audit of the IT Infrastructure and VAPT implemented at the Bank's Data Centre, Mumbai, Disaster Recovery Centre, Hyderabad and Near Site, Mumbai for a period of three years for its RRBs.

The RRB Cell of Bank of Baroda invite proposal for its sponsored RRBs for this purpose, from Bidders. Bidder who is interested in participating in this RFP must fulfill the eligibility

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criteria mentioned under Annexure 3 and also in a position to comply with the technical specification of services as mentioned in Annexure 4.

The selected service provider is required to provide service of comprehensive audit of IT Infrastructure deployed at DC, DR & Near site and VAPT including but not limited to following services: Performance Testing, Optimisation Testing, High Availability Testing, Scalability Testing, Networking and Hardware Sizing & Configuration Testing with reference to the four core architectural principles- Performance, Scalability, High Availability, Investment Protection.

The service provider will be responsible as per the scope and timelines outlined in the RFP.

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

3.3 Project Scope

A description of the project scope is mentioned in **Annexure 4**. Based on the contents of the RFP, the selected service provider shall be required to independently arrive at Approach and Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements. The Selected Service Provider is required to conduct the detailed Risk assessment of IT Assets/Resources of the Bank at DC/DR /Near Site and suggest the control measures for the risks identified.

The Bank expressly stipulates that the service provider'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 service provider 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.

Vulnerability Assessment and Penetration Testing should cover the Bank's Information System Infrastructure which includes Networking systems, Security devices, Servers, Databases, Applications Systems accessible with public IP's, websites maintained at Bank's premises in Mumbai & Hyderabad including Bank's website hosted at the Service Provider's Data Centre.

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.

The services as indicated in **Annexure 4** will be covered under the scope of the Comprehensive Audit of the IT Infrastructure and Vulnerability Assessment and Penetration Testing of Bank of Baroda sponsored RRBs – Data Centre, Disaster Recovery Site and Near DR site.

Period of Assignment will be Three years. The frequency for conducting IS audit should be yearly and VAPT should be half yearly. However, the Bank at its own discretion can change Request for Proposal (RFP) document solely for the purpose of enabling Bank of Baroda ("the Bank") to identify suitable organizations to tender for the provision for selection of service provider for conducting comprehensive Information System Audit and Vulnerability Assessment and penetration Testing of Bank of Baroda sponsored RRBs- Data Centre/Disaster Recovery Center/ Near DR site

the frequency.

Bank will award the contract to the successful bidder and the bidder should deliver the services that are specified under the Technical Specifications - Annexure 4.

4 Evaluation process

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 - Eligibility cum Technical Bid
- ▶ Stage 2 - Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor 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 tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

4.1 Eligibility cum Technical Bid

Eligibility criterion for the service providers to qualify this stage is clearly mentioned in “Annexure 3– Eligibility Criterion Compliance” to this document.

The Service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider necessarily need to be relevant to the INDIAN market.

The technical bids of only those vendors who qualify in the eligibility criteria mentioned in Annexure 3 will be evaluated. The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors 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:

Bidders are required to submit the compliance certificate in their letter head and documentary evidences in support of compliance of Technical Criteria mentioned as below:

Criteria	Evaluation Parameters	Sub Scores	Total Score
The number of Infrastructure Audits and VAPT completed (In the last 5 years) **	For each Infrastructure Audit and VAPT completed.	5	
	Additional Marks for Infrastructure Audit and VAPT in different Banks in India / Government Institutions in India. Proof of such work and completion of Audit should be submitted along with the response.	5	
	Maximum marks	20	
Presentation cum	Demonstration at Bank end	40	

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interview			
Technical Specifications compliance as per Annexure- 4	Demonstration of in-depth understanding of the Bank project requirements through the technical proposal supplemented by Presentation & interactions.	40	
TOTAL MARKS		100	

**** Copies of Work order and client reference to be provided. Credentials and other evaluation criteria will be computed as of date of RFP.**

During evaluation of the Tender, the Bank, at its discretion, may ask the Bidder for clarification in respect of its bid. 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. Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

A bidder who satisfies all the criteria, mentioned in Technical eligibility will be shortlisted for commercial bid evaluation**.

Though the bidder will be evaluated on requirements given in this RFP, the Bank may request the Bidders to present and demonstrate the proposed services, for further in depth clarifications. Bank's officials may also visit reference sites provided by the Bidder, if deemed necessary.

The Bank at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal.

**** Copies of Work order and client reference to be provided wherever required.**

4.2 Commercial Bid Evaluation

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.

The commercial bids submitted by bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the total cost of ownership would be the total layouts for entire project through the contract period of 3 years, discounted at 10% to arrive at the present value of the future cash outflows. The bidder quoting lowest commercial (L1) will be declared as successful bidder.

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 as offer without assigning any reason whatsoever. 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.

5 Terms and conditions

5.1 General

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5.1.1 General Terms

- 5.1.1.1 The Bank expects the Bidder to adhere to the terms of this RFP document and would not accept any deviations to the same.
- 5.1.1.2 The Bank expects that the bidder appointed under the RFP document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the RFP document issued the bidder responses would not be incorporated automatically in the tender document.
- 5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the bidder.

5.1.2 Rules for Responding to this RFP

- 5.1.2.1 Last date for submission of bids is 21th May 2021.
- 5.1.2.2 All responses received after the due date/time would be considered late and would be liable to be rejected.
- 5.1.2.3 All responses should be in English language. All responses by the bidder to this RFP document shall be binding on such bidder for a period of 180 days after opening of the commercial bids.
- 5.1.2.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and shall be liable to be rejected.
- 5.1.2.5 The technical and commercial bid, 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 commercial bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the earnest money deposit or bank guarantee in lieu of earnest money deposit with the Bank or to withdraw the bid and obtain the security provided.
- 5.1.2.6 Either the Indian agent on behalf of the principal/ original equipment manufacturer (OEM) or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same item/ product.

Related Parties

In the following circumstances Bank reserves the right to reject the entire bid or accept the bid with some conditions stipulated by bank.

1 Bid submitted by holding company and its subsidiary

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- 2 Bids submitted by one or more companies having common Director/s
- 3 Bids submitted by one or more partnership firms/LLPs having common partners.
- 4 Bids submitted by one or more companies in the same group of promoters / management.
- 5 Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

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

5.1.2.8 Bidder must furnish requirements as per the formats provided in the RFP document.

5.1.2.9 The bidder is required to quote for all the components/services mentioned as part of the other requirements of this RFP. 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.

5.1.2.10 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.

5.1.2.11 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.

5.1.2.12 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.

5.1.2.13 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.

5.1.2.14 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 and availability etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

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5.1.3 Price Bids

- 5.1.3.1 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 technical / commercial bids would be communicated separately to the eligible Vendor post the completion of the eligibility / technical evaluation
- 5.1.3.2 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.
- 5.1.3.3 The prices quoted by the bidder shall be inclusive of GST (if applicable) will be paid extra. GST will be paid on actual on production of original receipt.
- 5.1.3.4 In case of any variation (upward or down ward) in Government taxes/ GST. 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 / GST. The benefit or burden of other taxes quoted separately as part of the commercial bid shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. GST is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the GST/ Local entry tax, if applicable, and or other applicable taxes.
- 5.1.3.5 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, 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
- 5.1.3.6 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”. Bidder should ensure that the project should not suffer for any reason.
- 5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a three year period. However the contract would be ending on **31st May 2024**, and any residual payment during that period would be adjusted on a prorata basis.

5.1.4 Price Comparisons

- 5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of GST will be paid on actual on production of original receipt. There will be no price escalation

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during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- 5.1.4.2 The successful bidder will be determined on the basis evaluation mentioned in Clause 4 above.
- 5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. 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 technically short-listed bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed 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.
- 5.1.4.4 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.
- 5.1.4.5 Prices quoted by the Bidder should be inclusive of GST (if applicable) will be paid extra. GST will be paid on actual on production of original receipt. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- 5.1.4.6 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 5.1.4.7 The Bidder must provide and quote for the services as desired by the Bank as mentioned in this RFP. Any services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

- 5.2.1.1 Bidders are required to give earnest money deposit as mentioned in clause 2.15 above.
- 5.2.1.2 Offers made without the Earnest money deposit shall be rejected.
- 5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:
- 5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever
- 5.2.1.3.2 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

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5.2.1.3.3 In case the Bidder fails to provide the performance guarantee within 15 days from the date of placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever

5.2.2 Performance Guarantee

5.2.2.1 If the contract is awarded, the bidder should furnish a Performance Guarantee (other than Bank of Baroda) as required by the Bank to the extent of 10% of the value of the order placed. The performance guarantee would be for the entire period of the contract plus 1 month.

5.2.2.2 The contract will be deemed completed only when all the items contracted by the Bank are accepted along with the associated documentation provided to Bank; as per the requirements of the contract executed between the Bank and the Bidder.

5.2.2.3 If the Performance guarantee is not submitted, the Bank would be releasing the 90% amount as per the payment terms and hold the Balance amount of 10% which will be released after one month on completion of warranty period.

5.2.3 Security Deposit Requirement

5.2.3.1 The successful bidder has to deposit with the Bank an amount equivalent to 5% of the contract value towards security deposit for the entire period of assignment, within 15 days from the date of letter of appointment or signing of the contract whichever is earlier. In case the selected bidder withdraws his Tender before furnishing the security deposit, the earnest money deposit taken from the bidder, will be forfeited.

5.2.3.2 The successful bidder's earnest money deposit will be adjusted against the security deposit requirement upon the bidder signing the Contract and furnishing the performance guarantee.

5.2.3.3 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 Security Deposit, if any, under this contract.

5.2.3.4 The security deposit would be for the entire period of the Contract plus 3 months.

5.2.4 Others

5.2.4.1 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.

5.2.4.2 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.

5.2.4.3 The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or

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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

- 5.2.4.4 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. 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, 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 or is limited to 10% on the total purchase order value whichever is higher.
- 5.2.4.5 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 solution to be provided in response to this RFP shall meet the proposed Bidders 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.
- 5.2.4.6 The Bidder represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution 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.
- 5.2.4.7 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 is 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, time frame for site availability etc. as mentioned in this tender document.

5.2.4.8 The bidder covenants and represents following:

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

5.2.4.9 The execution, delivery and performance under an Agreement by bidder:

- ▶ 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.

5.2.4.10 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.

5.2.4.11 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

5.2.4.12 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.

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5.2.5 Other RFP Requirements

- 5.2.5.1 This RFP 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 including eligibility criteria 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.
- 5.2.5.2 The Bank may revise any part of the RFP 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.
- 5.2.5.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.2.5.4 Bidders shall have the opportunity to clarify doubts pertaining to RFP document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the General Manager (RRBs & RSETIs), Bank of Baroda at the address mentioned in clause 2.13.1, and should be received by the nominated point of contact in clause 2.13.1 in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be distributed to all the Bidders in the form of electronic mail or hardcopy or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.
- 5.2.5.5 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 technical 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.
- 5.2.5.6 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.
- 5.2.5.7 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 RFP 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
- 5.2.5.8 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 technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure /

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manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

- 5.2.5.9 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.
- 5.2.5.10 Right to Alter – 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 Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities
- 5.2.5.11 Details of Sub-contracts, as applicable – If required by the Bank, BIDDER’s should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 5.2.5.12 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the technical 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 technical bid.
- 5.2.5.13 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 provided by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. 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. Indemnity would be limited to court or arbitration awarded damages and 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 its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations
- 5.2.5.14 The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of

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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.

5.2.5.15 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.

5.2.5.16 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 equipments/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 assess the category of Risk Implication as VERY HIGH /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 equipments ,security equipments 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.

Further bidder should also enter/upload the report in Bank's existing Audit application.

Documentation Format

- All documents will be handed over in three copies, signed, legible, neatly and robustly bound on A-4 size, good-quality paper. The place of submission of Reports shall be informed to selected bidder.
- Soft copies of all the documents properly encrypted in MS Word /MS Excel /PDF format also to be submitted in CDs/DVDs along with the hard copies.
- All documents shall be in plain English.

5.3 Model Clauses for Tenders as per the ministry order

Model Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

5.3.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

5.3.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

5.3.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a

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- country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5.3.4 The *beneficial owner* for the purpose of (iii) above will be as under:

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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- 5.3.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 5.3.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

6. General Terms and Conditions (Please also refer to Section – I)

6.1 Term of Assignment

The selected Bidder under this RFP will be appointed for a period of Three years for the RRBs to perform the activities as per Scope of Work.

However, if for any reason the work is not completed to the satisfaction of the Bank within the stipulated time, the period of contract would be extended at Bank's discretion at no extra cost.

6.2 Adherence to Terms and Conditions:

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

6.3 Other terms and conditions:

1. Bank of Baroda reserves the right to :
 - Reject any and all responses received in response to the RFP with or without assigning any reasons whatsoever.
 - Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
 - To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time.
 - Extend the time for submission of the tender.
 - Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).
 - Select the next most responsive Bidder if negotiations with the Bidder of choice fail to result in an agreement within a specified time frame.
 - Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
 - Re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
 - Cancel the RFP / tender at any stage, without assigning any reason whatsoever

6.4 Service Level Agreement and Non-Disclosure Agreement

The service provider 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

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(NDA). The service provider shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment. Further, bidder should sign the SLA & NDA. Template Draft copy of the SLA & NDA is published in Annexure 9 & 10 for your reference. Final version of the document would be handed over to the vendor before commencement of the assignment.

6.5 Issuance of Work / Purchase Order

Bank will issue letter of Intent to the successful Bidder. Successful Bidder will have to sign the Agreement with the Bank within -15- days of issuance of Letter of Intent as per RFP terms and conditions. Following signing of the agreement and fulfilling other conditions of Letter of Intent, Bank will issue the Work / Purchase order for carrying out the task as per the RFP.

Bank will have the discretion to avail any one or more services from the successful Bidder, any time during the tenure of the contract as per the contracted rates and terms and conditions.

6.6 Substitution of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of same level of qualifications, expertise and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist to the selected Bidder to replace any team member with another (with the qualifications, expertise and competence as required by the Bank) during the course of assignment pursuant to this RFP.

6.7 Software / Hardware requirements

All the software, hardware equipments like Laptops tools etc. 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 tools. Details of the Audit tools to be used should be provided as an additional Annexure.

6.8 Professionalism

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

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6.9 Adherence to Standards

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

The Bank and Regulatory bodies such as RBI reserve the right itself or through a consultant to conduct audit/ongoing audit of the consulting services provided by the selected Bidder. The cost of the audit/Consultant shall be borne by the Bank.

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

6.10 Expenses:

It may be noted that Bank will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Price". Also any travelling, lodging expenses at any place should be borne by vendor only.

6.11 Payment Terms

The service provider's fees will be paid in the following manner for each item/activity which is described in the Commercial Proposal (**Annexure 5**):

1. 70% of the professional fee on the completion of the each of the following projects and submission of initial report for Management comment:
 - IT Infrastructure (Data Centre, Disaster Recovery Centre and Near Site)
 - Business Continuity Plan & Disaster Recovery Planning
 - Security Operations (DC,DR,NDR)
 - Application Security Review
 - Vulnerability Assessments & Penetration testing (VAPT)
2. 30% of the professional fees on rectification /correction/ implementation of suggestions by the service provider and submission of the Compliance Verification Final Report to the RRBs.
3. All invoices will be paid by the RRBs 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, RRBs shall make payment within 30 days from the date the dispute stands resolved.

6.12 Applicable Law and Jurisdiction of court

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The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Vadodara.

6.13 Liquidated Damages (LD)

PENALTIES AND LIQUIDATED DAMAGES:

1. The Bank will impose a penalty, of Rs. 50,000/- (INR Fifty thousand only) per week or part thereof, for delay in not adhering to the time schedules. If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover an amount equal to the value of contract by the Bank as Liquidated Damages for non-performance.
2. Both the above are independent of each other and are applicable separately and concurrently.
3. However, the same would not be applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder to the Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

6.14 Indemnity

1. 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

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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.
 - Loss of data due to Bidder provided facility
 - any deficiency in the services of the Service Provider or
 - Violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.
- 2 The successful bidder shall protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the successful bidder and its employee / agents.
- 3 In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the BOB, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.
- 4 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

6.15 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 extract 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 selected bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.16 Cancellation of contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank in circumstances as stated thereunder. It provides that the Bank would provide 45 days' notice to rectify any breach/ unsatisfactory progress if:

- The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.

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- 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 bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of penalty and liquidated damages exceeds more than 10% of the total contract price.
- If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to select and carry out bidding process for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from the security deposit or any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract.

6.17 Non-payment of agreed price:

If any of the items/activities as mentioned in the price bid and as mentioned in annexure 5- Commercial Bid Details are not taken up by the Bank during the course of this assignment, the Bank will not pay the contracted price quoted / agreed by the selected Bidder in the Price Bid against such activity/item.

6.18 Assignment

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

6.19 Subcontracting

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

6.20 Dispute Resolution

- a) The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project director and Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal

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negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and the 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.
- d) 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. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Vadodara.
- e) 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 transmitted either by facsimile transmission or by pre-paid postage or by registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- f) This tender document shall be governed and construed in accordance with the laws of India. The courts of Vadodara alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

Limitation of Liability

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

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.

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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.

In no event shall bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of the procurement under the RFP or the hardware or the software delivered there under, howsoever such liability may arise.

6.21 Force Majeure

- a) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) 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 may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- c) 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 the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem.

6.22 Variation

RRBs may at any time during the contract require the Bidder to revise the Services or Supplies including Completion Date. In an event of such nature, RRBs will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.

6.23 Corrupt and Fraudulent Practices

- a) 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:
 - a. "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
 - b. "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-

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competitive levels and to deprive the Bank of the benefits of free and open competition.

- c. 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.
- b) 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.

6.24 Waiver

No failure or delay relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach 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 RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to bank at law or in equity.

6.25 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 RFP 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.

6.26 Termination

- a) The Bank shall be entitled to terminate the agreement with the bidder at any time by giving forty five (45) days prior written notice to the bidder.
- b) The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - i. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 45 days from the date of notice.
 - ii. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

6.27 Effect of Termination

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- a) The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- b) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- c) The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the Bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain unchanged.
- d) The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- e) Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

6.28 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, terms and conditions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money / Earnest Money Deposit.
- ▶ It is not properly or duly signed.
- ▶ It is received through fax / any mode other than hand delivery to the designated officials.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP

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Disclaimer

The scope of work document is not an offer made by Bank of Baroda (on behalf of RRBs) but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidder whom so ever they feel eligible for the same taking into consideration the price and quality.

- To check the relevancy and incorporate clauses like
- Information and secrecy
- Penalties and delays in service provider's performance
- No employer employee relationship
- Framing of SLA and penalty calculation if any as a separate Annexure

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