

Bank of Maharashtra
(One Family... One Bank... Mahabank)

REQUEST FOR PROPOSAL FOR

**Information Security Audit of Various IT Services and
branches**

TENDER REFERENCE # < 092016 >



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Central Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005

Cost of Tender Document: Rs.10000/-

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document, also abbreviated as 'bidder'.
3. RFP means the Request for Proposal document
4. DC means Data Centre, DR / DRC/ DRS means Disaster Recovery Site
5. SOC means Security Operations Centre and NOC means Network Operations Centre
6. MPLS means Multi-Protocol Label Switching
7. CBS means Core Banking Solution implemented in the Bank
8. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
9. Bidder / Respondent – signifies those who purchase this tender document and submits response to it.
10. SMTP means Simple Mail Transfer Protocol
11. IDS/ IPS means Intrusion Detection System/ Intrusion Prevention System

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. The bidders or any person acting on behalf of the bidders should 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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1. Invitation to the Tender

Tender for Conducting Information Security Audit of various IT Services and Branches

This is to inform that Bank of Maharashtra (BoM) intends to appoint a service provider to conduct Information Security Audit of various IT services and branches. Bank of Maharashtra is inviting sealed tender offers (Technical bid and Commercial bid) from eligible, reputed firms for conducting work as per the scope of work mentioned in this Request for Proposal (RFP) documents.

The bidders are expected to examine all instructions, forms, terms, Bank's requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission, by demand draft / banker's cheque in favour of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

Tender Reference	
Price of Tender copy	Rs.10000/=
Date of commencement of issue of tender document	26/10/2016
Date of closure of tender document	16/11/2016 up to 14:00 Hours
Bid Security Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs only)
Queries to be mailed by	05/11/2016
Pre Bid Meeting	08/11/2016 at 11.30 Hours
Last Date and Time for receipt of tender offers	16/11/2016 up to 14:00 Hours
Date of opening of technical bids	16/11/2016 up to 16:00 Hours
Address of Communication	Assistant General Manager IT, BPR & MIS



RFP for Information Security Audit

	Bank of Maharashtra, IT Department, Central Office, "Lokmangal" 1501, Shivajinagar PUNE – 411 005.
Contact Telephone Numbers	(020) 25536051 / 25520708 / 25532731- 35
Fax No.	(020) 2552 1568
E-mail Id	agmitd@mahabank.co.in sachin.shintre@mahabank.co.in
Website	www.bankofmaharashtra.in

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of Rs.10000/- (Non Refundable) by way of Demand Draft / Pay Order favouring "BANK OF MAHARASHTRA" payable at Pune. The Bank reserves the right to reject any or all offers without assigning any reason.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on 08/11/2016 at 11:30 hours at Bank of Maharashtra, Head Office, Pune. In case the prospective Service Provider downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, the tender document must be purchased by the prospective bidder.

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/ Bank Guarantee in lieu of the same should not be mixed with Technical / Commercial bid. It should be in separate cover to be handed over to the department.

Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document.

General Manager
Information Technology

2. Introduction

Bank of Maharashtra is a leading Public Sector Bank serving the nation for over 80 years. It has a three tier organizational set up consisting of Branches, zonal Offices and Head Office. The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005. The Bank has 1891 fully computerized branches spread across the country. In the state of Maharashtra itself it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like demat, lockers and merchant banking etc.

In order to enhance the security of critical infrastructure of the Bank and to manage Cyber security risks, the Bank wishes to conduct Information Security Audit of various IT services functional within the Bank. Bank intends to issue this bid document to the bidders to participate in the competitive bidding for setting up a strong audit framework with monitoring capabilities.

The Contract shall be for a period of three years. **The contract dates would be decided mutually upon the commencement of the project.**

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a Service Provider (SP) for conducting the work as per the scope of work provided in this document.

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

2.1 Information Provided

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

2.2 For Respondent only

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

2.3 Disclaimer

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

2.4 Costs Borne by Respondents

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

2.5 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.

2.6 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.

2.7 Evaluation of offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of 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.



2.8 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 five business days prior to the due date for lodgement of Response to RFP.

2.9 Acceptance of terms

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

3.RFP Response terms

3.1 Lodgement of RFP Response

3.1.1 Tender Fee

The non-refundable tender fee as mentioned in section 1 above shall be paid by way of Bankers Cheque / Demand Draft / Pay Order favouring Bank of Maharashtra, Payable in Pune, which is non-refundable, must be submitted separately along with RFP response

3.1.2 RFP Closing date

RFP Response should be received by the officials indicated not later than the date and time mentioned in Section 1 of this RFP.

3.2 Late RFP policy

RFP responses received after the deadline for lodgement of RFPs at the address mentioned will not be accepted by the Bank and hence bidders are advised to submit their responses within the time and no excuses / reasons for delay will be accepted by the Bank.

3.3 RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Bank / its subsidiaries shall have the right at its sole and absolute discretion to continue the assignment / contract on the selected bidder for future requirement on the rates finalized in this processing for various items / activities as described in the Price Bid after expiry of current assignment period.

3.4 Requests for information

The bidders are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned in Section 1 of this document and in writing. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than five business days prior to the due date for lodgement of RFP response. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its sole and absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

3.5 Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working days from 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. Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.6 Disqualification

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

3.7 Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 1: "Invitation to the Tender"

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

3.8 Adoption of Integrity Pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure -8** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti- corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:



Shri. Nilmoni Bhakta Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com	Shri. Madan Lal Sharma Address - K-23, Jangpura Extention New Delhi Email - ml.sharma1965@yahoo.com
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4. Project Details

4.1 Purpose

The IT infrastructure of the bank of Maharashtra is ISO27001:2013 certified. The Bank also has Security Operations Centre (SOC) in place. It has also taken various security measures such as DLP Solution, Patch management Solution, NAC etc.

The Bank has a three tier organizational set up consisting of Branches, zonal Offices and Head Office. Bank intends to issue this bid document, hereinafter called RFP, to eligible Service Providers, hereafter called as 'SP', to participate in the competitive bidding for appointment of SP for conducting Information Security audit of Bank's various IT services and Branches.

The duration of contract would be for the period of three years from the date of contract. The activities to be performed in each audit cycle are defined in scope of work

Information Security Audit would look at the security aspects of information across systems, networks, applications and related policies and procedures across all the locations mentioned above

4.2 Project Scope

The scope of work includes regular Information Security audits for various IT services of Bank. It also includes audit of critical infrastructure of the Bank. In order to setup a robust audit management framework with monitoring capabilities, entire audit activities should be automated using audit management software application. The requirements of this software application are provided later in this section.

The audit management software system shall streamline gathering responses, compiling audit reports, and tracking audit observations to closure,

The Audit software shall include planning and scheduling tools that are integrated with risk based assessments to help focus on the high-priority areas.

The audit management software shall also include built-in analytics that allow the Bank to trend and filter the data to help identify general issues. The audit software shall include an industry comparison based on consultancy experience and results from similar previous engagements.

4.3 Brief Scope of work for Information Security Audit

Risk Assessment of Technological Services/Processes

- Review of Risk Assessment and suggest mitigation measures for the identified service
- Review of Business Continuity Planning, business impact analysis and disaster recovery procedures for the service
- Conduct Risk assessment of the identified technological services/processes covering following aspects (as applicable to the service):

1. Activities Covered Under Technology Risks

- Configuration review of components for the service.
 - Servers
 - Network devices
 - Database
- Review of the network architecture of the process, identify design and implementation risks
- Network Monitoring for the service
- Application Security
- Conduct vulnerability assessment for the devices for the service.
- Conduct penetration testing of the applications used for the service

2. Activities Covered Under People Risk

- Review of risks associated with the employee/vendor management (pre-during-post employment)
- Review of skills development process effectiveness and its adequacy

3. Activities Covered Under Operational Risk

- Review of Security Operations Center to identify incident monitoring and handling mechanism for the service
- Review of change management process for the service
- Review of incident management process for the service
- Review of Account Management for the service
- Review of antivirus, patch management and backup process for the service
- Review of license management process for the service
- Segregation of duties for the service operations
- Review of UAT practices
- Review of IT procurement process

4. Activities Covered Under Customer Risks

- Review of the mechanism to educate/sensitize the customers against various security precautions, review of guidelines given to customers for use of service
- Review of helpdesk, complaint and incident management process covering:
 - Complaint logging mechanism
- Review of the priorities set for the customer complaint handling
- Escalation mechanism

5. Activities Covered Under Third Party Risks

- Review of the vendor risk assessment measures implemented by the bank

- Review of SLA monitoring mechanism for the service

6. Activities Covered Under Reputational Risks

- Review of user friendliness of the service provided.
- Review of the reputational risks identified by the bank and the counter measures, response planning, scenario analysis, managing qualifications and quantifications
- Review of business continuity plan, internal and external communications protocol during the disaster situations
- Review of crisis management procedures/framework
- Procedures for the usage of social media, broadcasting, telecasting of information
- Review of processes related to ethics and compliance, complaint mechanism, resolution process etc.

7. Activities Covered Under Legal Risks

- Review of customer information privacy standards opted by the bank
- Review of legal compliance
- Check for Adherence to Operational/Statutory guidelines issued by RBI & other Regulatory bodies w.r.t applications/process

8. Activities Covered Under Other Risks

1	Strategic Risks	Review of decision making process Review of Project Management framework for the service/ project Review of exceptions taken
2	Transaction Risks	Review of integration of the service under audit with other systems. Review of data integrity
3	Compliance Risks	Identify compliance objective and review those as per present implementation.

9. Information Security Audit of branches and offices on sample basis.

10. Vulnerability Assessment and Penetration Testing of Internal and External sites.

11. Performing quarterly VA scanning & PT of the EFT switch & supporting infrastructure servers as per PCI DSS requirement

12. Audit of DR Drill Process (As and when DR drill takes place)
13. Conduct risk assessment of the Bank's vendors in their premises for part of the implementation of the Bank's project
14. Develop indicators for Cyber Security Audit and conduct Cyber Security Audit of Critical Infrastructure of the Bank. (Once in 6 months)
15. Source code Audit of In-house developed software. (once in 6 months)
16. Submitting monthly advisory regarding Information Security (latest threats, global trends, latest RBI/ IBA circulars) to the Bank and verifying related controls in the Bank against the advisory.
17. Preparing document and conducting training on Information Security and general controls implemented within Bank.
18. Review of IT Security policies, procedures and frameworks in terms of adequacy of its coverage of Information Security. Suggest scope for improvement in the documents considering RBI compliance, IT Act and other applicable regulations and standards.

4.4 Detailed Activities:

1. Risk Assessment of Technological Services/Processes

Sl. No.	Activity	Detailed Scope
1.	Review of Risk Assessment and suggest mitigation measures for the identified service	<ul style="list-style-type: none"> - Review of the risk assessment methodology adopted by the bank for and suggest improvements - IS Auditors during the course of IS Audit should evaluate the appropriateness of the Risk Management exercise done by the Asset Owners and also the Control Self-Assessment. - Whether the I.S. risks are appropriately identified and managed and whether the controls and risk management processes are adequate and implemented as per the instructions issued by the Bank from time to time. - Review of existing Data Classification - Review of documentation for formal naming standards, design process of job roles, activity, groups, profiles, assignment, approval & periodic review of user profiles, assignment & use of Super user access. - Review of SOPs and Procedures, version maintenance for the service - Identifying areas with deficient internal controls, recommend corrective action to address deficiencies and follow-up, to ensure that the management effectively implements the required actions.

2.	Review of Business Continuity Planning (BCP) and disaster recovery procedures for the service	<ul style="list-style-type: none"> - Review of BCP / DR policy and procedure - Review BCP / DR framework and organization structure - Review of business impact analysis conducted by the bank - Review the adequacy of processes for conducting Business impact analysis, risk assessment - Review and assess the adequacy of recovery strategies deployed by bank - Participation in DR drills
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2. Detailed Scope For Activities Covered Under Technology Risks

Sl. No.	Activity	Detailed Scope
1	Configuration review of components for that service. <ul style="list-style-type: none"> - Servers - Network devices - Database 	<ul style="list-style-type: none"> - Access Control - User and group privileges - System Authentication - Auditing And Logging - Insecure Dynamic Routing Configuration - Insecure Service Configuration - Insecure TCP/IP Parameters - Share permissions and definitions - System services and applications - System Insecurities - Unnecessary services - Remote login settings - Registry settings, including registry security permissions - Latest software version and patches - Network File System (NFS) - DBMS configuration - Roles allocation - Active directory controls
2.	Review of the network architecture of the process, identify design and implementation risks	<ul style="list-style-type: none"> - Review the appropriate segregation of network into various trusted zones - Review the traffic flow in the network - Review the existing routing policy - Review the route path and table audit - Review of routing protocols and security controls - Review the security measures at the entry and exit points of the network - Checking Inter-VLAN Routing and Optimization. - Checking of redundancy configurations if any - Analyze protocols used and provide recommendation for improvement - Analysis of load balancing mechanism - Review placement of firewalls and DMZ's - Where Wireless Networks are in operation, these are configured securely and do not pose any threat to wired network security.

3.	Network monitoring for the service	<ul style="list-style-type: none"> - Review of capacity Planning Activities of the service - Review of link utilization and quality activities - Network monitoring mechanism, review of NMS software alerts configured for the service/process - Review whether monitoring mechanism is capable to provide necessary alerts to stake holders and these alerts are acted upon - Review whether monitoring mechanism prevents generation of any false positives. - Review whether logs are pushed to a Central Syslog Server and these are secure from unauthorized access. - Whether, the signatures patterns are up to date on IDS, IPS and other network security / monitoring devices and firewall rules defined are adequate to prevent the undesirable traffic. - Whether single domain policy has been adopted for Bank's own websites and content management processes are in place to ensure that information published on these web sites is accurate, consistent and current.
4	Application Security	<ul style="list-style-type: none"> - Review whether Applications comply with security requirements i.e. Password Policy, Account Policy restrictions, encryption of data, user credentials, generation of audit trails etc. - Whether Applications have any inherent weaknesses which can be exploited to Bank's disadvantage and whether these weaknesses are on account of vendor's ignorance of industry standards, international best practices and what are the remedial measures to plug these weaknesses. - Whether standard SDLC procedures, international best practices and Secure Configuration Settings of OS and Database have been taken into account while developing the application. - Whether the Applications already in operation have a scope to introduce audit modules embedded now for online real time audit, without adversely affecting the performance and resource utilization. - Where Applications / Databases have a provision to make corrections through back end intervention, whether adequate controls are in place for back end access and procedures adopted are for back end corrections are secure. - Assess authorization controls such as Maker Checker, Exceptions, Overriding exception & Error condition. - Assess interface controls - Application interfaces with other applications and security in their data communication.
5	Conduct vulnerability assessment for the	<ul style="list-style-type: none"> - General aspects for all systems - Access control and authentication

	devices for the service.	<ul style="list-style-type: none"> - Network settings - General system configuration - Logging and auditing - Password and account policies - Patches and updates - Identify the various threats associated, possible impacts and provide recommendations - Tests for default passwords - Tests for DoS vulnerabilities - Check for vulnerabilities based on version of device/server
6	Conduct penetration testing of the applications used by the service	<ul style="list-style-type: none"> - Tests for default passwords - Test for directory Traversal - Test for insecure services such as SNMP - Test for SQL, XSS and other web application related vulnerabilities - Check for weak encryption - Check for SMTP related vulnerabilities such as open mail relay - Check for strong authentication scheme - Test for sample and default applications/pages - Check for DNS related vulnerabilities such as DNS cache poisoning and snooping - Test for information disclosure such as internal IP disclosure - Look for potential backdoors - Check for older vulnerable version - Remote code execution - Weak SSL Certificate and Ciphers - Missing patches and versions - Check for OWASP top ten vulnerabilities

3. Detailed Scope For Activities Covered Under Operational Risk

Sl. No.	Activity	Detailed Scope
1	Review of Security Operations Center to identify incident monitoring and handling mechanism for the service	<ul style="list-style-type: none"> - Technical and organizational inventory - Data Acquisition process - Vulnerability database - Authentication, Authorization and Accounting process - Event generation, collection and storage processes - Exhaustiveness and performance - Collection and storage - Logging and monitoring - Data analysis and reporting process - Structural and behavior-lead alerts - Interface - SOC Control - End-user portal - Reaction and escalation procedures

		<ul style="list-style-type: none"> - Processes for monitoring the security controls - Unique host identification - Host entry data structure - Data management and maintenance processes - Escalation matrix and processes
2	Review of change management process for the service	<ul style="list-style-type: none"> - To provide reasonable assurance that only appropriately authorized, tested and approved changes are made to in-scope systems. The following attributes needs to be tested with appropriate evidences: - All changes are authorized, tested, approved and monitored - Responsibilities are appropriately segregated - Procedures for Emergency changes
3	Review of incident management process for the service	<ul style="list-style-type: none"> - Policy and procedure for incident management - Adherence to documented incident management process - Review of incident handling mechanism, closure of incidents, classification, timelines for incident management
4	Review of Account Management for the service	<ul style="list-style-type: none"> - Review of account status for the employees/users who have left the organization - Policies and procedures for account management - Account creation, modification and deletion process - Account reconciliation process
5	Review of antivirus, patch management and backup process for the service	<ul style="list-style-type: none"> - Review of Antivirus and patch management process - Schedule of AV updates and patch updates - Security controls of AV server and patch update servers - AV updates status reports, auditing and logging - To determine that the data supporting business information is properly backed-up so that it can be accurately and completely recovered if there is a system outage or data integrity issue. The following attributes needs to be tested with appropriate evidences: - Backup and Recovery - Job Scheduling
6	Review of license management process for the service	<ul style="list-style-type: none"> - Review software license compliance - Policy and procedures followed for software license compliance - Processes followed for compliance to software licenses - Actions taken against non-compliance to software Licensing
7	Segregation of duties	<ul style="list-style-type: none"> - Review of the documentation of segregation of duties - Check the actual implementation of the same - Check for exceptions taken - Review of conflict in roles in responsibilities

8	Review of UAT process for the service	- Check the sufficiency and coverage of UAT test cases, review of defects & tracking mechanism deployed by vendor & resolution including re-testing & acceptance.
9	Review of IT procurement process	- Review of requirement analysis, approval process, procurement process for IT procurement related to the identified service

4. Detailed Scope for Activities Covered Under Customer Risks

Sl. No.	Activity	Detailed Scope
1	Review of customer risks associated with the service	<ul style="list-style-type: none"> - Review of the mechanism to educate/sensitize the customers against various security precautions, review of guidelines given to customers for use of service - Review of helpdesk, complaint and incident management process covering: <ul style="list-style-type: none"> - Complaint logging mechanism - Setting up the priority - Escalation mechanism

5. Detailed Scope For Activities Covered Under Third Party Risks

Sl. No.	Activity	Detailed Scope
1	Review of the vendor risk assessment measures implemented by the bank	<ul style="list-style-type: none"> - Review of vendor risk assessment done by the bank - Review of vendor database, performance records, etc. - Process followed for empanelment of vendors - Review of risk evaluation performed by the bank while appointing a vendor - Check where ownership of the software, hardware and other assets was with the vendor, the data ownership was retained with the Bank and assigned to Bank's personnel. - Policy for SLA management - Procedures for defining SLAs - Process followed in case of breach of SLA - Process followed for review of SLA terms and conditions - Review of process followed in case of changes of scope - Review of penalty structure - Review of acceptable range of service levels - Review of SLA reports - Review of mechanism for calculating performance metrics - Measures taken to quantify service activity results

		against defined service levels.
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6. Detailed Scope For Activities Covered Under Reputational Risks

Sl. No.	Activity	Detailed Scope
1	Assessment of reputational risks associated with the service	<ul style="list-style-type: none"> - Review of user friendliness of the service provided. - Review of the reputational risks identified by the bank and the counter measures, response planning, scenario analysis, managing qualifications and quantifications - Review of business continuity plan, internal and external communications protocol during the disaster situations - Review of crisis management procedures/framework - Procedures for the usage of social media, broadcasting, telecasting of information - Review of processes related to ethics and compliance, complaint mechanism, resolution process etc.

7. Detailed Scope For Activities Covered Under Legal Risks

Sl. No.	Activity	Detailed Scope
1	Assessment of legal risks associated with the service	<ul style="list-style-type: none"> - Review of customer information privacy standards opted by the bank - Review of legal compliance, operating standards - Check Adherence to Operational/Statutory guidelines issued by RBI & other Regulatory bodies w.r.t applications/process

8. Detailed Scope For Activities Covered Under Other Risks

Sl. No.	Risk	Detailed Scope
1	Strategic Risks	<ul style="list-style-type: none"> - Review of decision making process - Review of Project Management framework for the service/ project - Review of exceptions taken - The Information Systems resources are acquired economically, justifiably, used efficiently and protected adequately so as to effectively achieve the Bank's business objectives.
2	Transaction Risks	<ul style="list-style-type: none"> - Review of integration of the service under audit with other systems. - Review of data integrity and file continuation - Review of transaction authorization process

3	Compliance Risks	<ul style="list-style-type: none"> - Identify compliance objective, record maintenance and review those as per present implementation. - The Information Systems Audit will include audit of all processes / systems using IT in any form and such audit either alone or as a part of other audits will always examine the level of compliance with the Bank's IT Policy and IS Security Policy
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9. Branch Audit Scope (sample basis):

Sl. No.	Risk	Detailed Scope
1	Branch Audit	<ul style="list-style-type: none"> - Review security controls of Windows Operating System in Gateway PC and Client PC. - Review of Oracle Database in Gateway PC. - Review configuration of Switches and routers of the branch. - Review of Network Architecture diagram, Lan cabling diagram, UPS diagram. - Review of Antivirus, patch management status in a branch. - Review of Account management in a branch for CBS and any other application (online/ standalone) - Review of software license compliance - Review of various registers such as Incident Management Register, BCP - Document, Vendor register, call logging (complaint) register, F & D Register, Customer compliant register. - Review of link utilization by the branch - Physical and Environmental Security Review - Physical Layer inspection (Network cabling review) - Review of implementation of NAC, DLP in the branch. - Review of IT processes being used in the branch. - Conduct Information Security awareness training for the branch/ zone.

10. Vulnerability Assessment and Penetration Testing of Internal and External sites.

1	Penetration Testing	<p>Conduct an internal and external Penetration testing on the banks web hosted servers / applications by conducting the following activities:</p> <ul style="list-style-type: none"> • Attempt to guess passwords using password
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		<p>cracking tools</p> <ul style="list-style-type: none"> • Search for back door trap in the application • Attempt to overload the system using DDoS & DoS and latest attacks • Check for commonly known holes in the software like browser, email application. <p>Check for OWASP top 10 vulnerabilities like – IP Spoofing, Buffer overflows, session hijacks, account spoofing, frame spoofing, caching of web pages, cross site scripting, SQL injection etc.</p>
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11. Vulnerability Assessment of EFT Switch Servers

1	EFT Switch Servers	<p>Assess vulnerabilities in the Switch network by conducting the following activities:</p> <ul style="list-style-type: none"> • Scan the ranges of IP / Subnets / devices in order to identify the vulnerabilities • Attempt to determine vulnerability by system and application type. • Identify the various threats associated, possible impacts and provide recommendations <p>Verify all vulnerabilities found during the exploit research phase for false positives and false negatives.</p>
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12. Audit of DR Drill Process (As and when DR drill takes place)

1	DR Drill process	<p>Participate in DR drill and review the processes followed during the actual drill conducted by bank. Covering following aspects:</p> <ul style="list-style-type: none"> • Understand DR drill scenario and suggest improvements if any • Monitor the DR drill activity with respect to documented procedures and highlight any deviations from documented procedures of the bank • Assess the overall effectiveness of DR drill and comment on the achievable Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) vis-a-vis identified RTO and RPO values during the BIA activity <p>Recommend best practices on DR drill activity</p>
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13. Risk Assessment of Bank's vendors

1	Vendor Risk Assessment	<p>Assess Information Security Risk in Outsourced Vendor Operations</p> <p>Conduct risk assessment of all outsourced vendors carrying out key operational processes for Bank vis-à-vis ISO 27001:2005 standard</p> <p>Assess vendors' premises for adequate level of security controls commensurate with the business information</p>
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		<p>they receive/ store/process from or on behalf of Bank</p> <p>Assess whether the vendors comply with the IS Policy of the Bank wherever applicable</p> <p>Assess adequacy of privacy and data protection controls at vendor premises</p>
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14. Cyber Security Audit of Critical Infrastructure

1	Cyber Security Audit	<ul style="list-style-type: none"> - Cyber Security Framework - Review of controls vis-à-vis Baseline controls prescribed by RBI for critical infrastructure for controls including but not limited to - Perimeter Security - Vulnerability Assessment - Asset Management - Secured SDLC process - Incident Management - Disaster Recovery management - Architecture review - Network Performance - Data Protection - Patch Management and Antivirus - Behavior Analysis - Persistent Threat if any - Configuration Management - Compliance Management - Capacity Management - Physical Security - Software License Management - Policy and Procedures review. <p>(Review of controls as per Bank's Cyber Security Policy)</p>
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15. Source Code Audit

1	Source Code Audit	<p>Use of standard and licensed tool for source code audit</p> <p>Analyze data relationships, API usage, design patterns and control flow</p> <p>Review authentication, authorization, session and communication mechanisms</p> <p>Understand requirement of application and develop test cases for finding the source level vulnerabilities</p>
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16. Advisory and Training

1	Monthly Advisory and Training	<p>Monthly advisory regarding global trends in the field of Information Security in Banking Industry and suggesting relevant changes to the Bank. Reviewing the implementation of such changes.</p> <p>Provide suggestions to the Bank based on latest RBI/ IBA circulars and review the compliance.</p>
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		Conduct training at zonal offices regarding Information Security for Bank staff.
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4.5 Details of Audit Frequency

Sr. No.	Scope	Audit Frequency	Audit Report Frequency	Remark
A.	Service Based Audit of IT service	Quarterly	Quarterly	10-12 IT services are to be covered In each quarter,
B.	Vulnerability Assessment and Penetration Testing of Bank's Sites	Quarterly	Quarterly	About 5-6 Internal sites and 5-6 external sites to be covered
C.	DR Drill	Quarterly	Quarterly	To be covered as and when DR drill takes place.
D.	Vendor Risk Assessment	Quarterly	Quarterly	To be covered under Service audit
E.	Cyber Security Audit of Critical Infrastructure	Half Yearly	Half Yearly	Critical sites are DC, DR, HO, PMO, Treasury, 1 Service branch per cycle and SOC. All are to be covered in each cycle
F.	Source Code Audit	Quarterly	Quarterly	About 10-12 Internal sites to be covered in each quarter.
G.	Monthly Advisory and Information Security training	Monthly	NA	Advisory to be submitted to concerned authorities within Bank. Training to be conducted at 8-9 zonal offices during branch audit
H.	Review of IT Security Policy and Procedures	Annually	Annually	

4.6 Service Levels

Sr No	Service Area	Penalty
1	Quarterly Audit Reports should be submitted before end of the quarter.	1% of the quarterly payment for delay thereafter for every week.
2	Half Yearly Audit Report to be submitted in 5 th month or 6 th month of the half year.	1% of the quarterly payment for delay after 6 th month for every week
3	Audit Tracking software customization to be completed by 4th week from placing the order/ LOI.	1% of the payment for the software for delay every week.

4.7 Documentation and Deliverables

Audit Reporting

The automated audit report shall include:

- executive summary, activities covered; inventory of systems and devices covered and detailed observations for each area.
- Security Profile of a Service.
- Business or technical risk inherent in the vulnerability identified.
- A technical description and classification of each vulnerability.
- Anatomy of exploitation including steps taken and proof in the form of screenshots
- Vulnerability classification that describes the risk level as a function of vulnerability impact and likelihood (including commonly known identifiers.)
- Technical description of how to mitigate the vulnerability
- Setting up ownership for the vulnerability compliance along with time-lines.
- Logging of complete communication between auditors and auditees.
- Review each possible mitigation control in place against the checklist as mentioned in Information Security Standards such as ISO, NIST, ITIL etc. against each vulnerability and its compliance status.
- Scaling the security level based on risk rating for each vulnerability as a numerical value for better comparison.
- Improvement Plan and improvement tracker.

For each audit conducted by the bidder, the bidder shall confirm the findings with the respective branches/ stakeholders either over email or through written form signed by the head of the branch/ office and then shall put up/ upload the report for compliance in the format as required by the Bank.

The bidder is expected to submit Audit Report (in hard copy and soft copy) at the end of the audit frequency period separately for each audit scope.

Also, the auditor shall submit compliance report (in hard copy and soft copy) once the compliance of all observations is reported on online portal. The bidder is expected to verify the compliance for each audit observation before giving approval on online portal.



Audit Tracking Software

A selected bidder should provide a centralized audit tracking software. This software should be installed at **Bank's** data center. The required hardware will be provided by bank for this software. Salient features of this software are as below:

- Web based application
- Workflow based application with different roles and privileges
- Audit calendar
- Management dashboard with details of observations reported in each area, pending assessments
- Capability to create profiles of each Service
- Define controls for each area and Service
- Ability to capture audit evidences
- Track the compliance for previous cycle audit report

In the technical proposal bidder has to mention the hardware and software (operating systems, database etc.) requirements clearly. At the end of three-year audit cycle this software will remain with Bank of Maharashtra.

Note: These are not the exhaustive specifications. The bidder should propose an application meeting these requirements and any additional features would be an added advantage in the selection process. A demonstration of sample application should be provided during the evaluation phase.

Resources as Auditors/ Consultant

The bidder shall depute proper resources (resident engineers) in the premises of Bank of Maharashtra. The resources to be deployed at the bank needs prior approval by bank authorities.

Each resource involved shall sign NDU as per Bank's format and shall abide by the Information System Security Policy of the Bank. The resource shall not connect any tool, hardware such as laptop in Bank's network.

5.Evaluation process

The competitive bids shall be submitted in three stages

- ▶ Stage 1 – Eligibility criteria
- ▶ Stage 2 – Technical Evaluation Criteria
- ▶ Stage 3 – Commercial Bid

All bids shall be evaluated by Technical Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of Eligibility criteria, Technical evaluation criteria and the commercial bid.

The bidder will have to pass eligibility criteria to get considered for technical evaluation. The marks obtained in technical evaluation will get 70% weightage while comparing the commercial quote.

Resultant score will be calculated for all qualified bidders using following formula:

$$\text{Score (S)} = [(C1 / C) \times 0.3] + [(T / T_{\text{Max}}) \times 0.7]$$

S: Resultant Score

C1: Lowest Commercial Bid

C: Commercial Bid of bidder

T: Technical score of bidder

TMax: Highest Technical score

Illustrative Example:

Sr. No.	Bidder	Technical Evaluation Marks (T)	Commercial Bid (C)	$[(C1 / C) \times 0.3]$	$[(T / T_{\text{Max}}) \times 0.7]$	Score (S)
1	ABC	95	80	$(60 / 80) \times 0.3 = 0.225$	$(95 / 95) \times 0.7 = 0.7$	0.925
2	PQR	80	70	$(60 / 70) \times 0.3 = 0.257$	$(80 / 95) \times 0.7 = 0.589$	0.846
3	XYZ	75	60	$(60 / 60) \times 0.3 = 0.3$	$(75 / 95) \times 0.7 = 0.553$	0.853

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

The eligibility criteria, technical evaluation criteria and commercial bid formats are provided below. The bidder will have to provide the information in the prescribed formats only. Any deviation from these formats may lead to disqualification of bidder.

5.1 Eligibility Criteria

Eligibility criterion for the bidder to qualify this stage is clearly mentioned in Annexure 4. Bidder meeting the eligibility criteria would only qualify for the second stage of evaluation. Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the bidder necessarily need to be relevant to the Indian market.

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

5.2 Technical Evaluation Criteria

Technical evaluation criterion for the bidder is clearly mentioned in Annexure 5. The technical evaluation would be carried out under 3 heads – Organization's credentials, Capability of Proposed team and Approach and Methodology. The marks will be allocated based on the information provided in the proposal, client feedback and the outcome of presentation.

The evaluation will be done on a total score of 500. The bidder needs to achieve a cut – off score of 300 marks in the technical bid evaluation to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Phase 3 - commercial bid evaluation. In case none of the bidders score a minimum of 300 marks then the bidders who have achieved the top 2 scores will qualify for the commercial evaluation stage. In case only one bidder scores 300 points or above, the Bank reserves the right to select the lone successful bidder. The break-up of the scoring is mentioned in the bidder scoring chart; Annexure 3.

5.3 Commercial Bid Evaluation

The commercial bid format is provided in Appendix 1 Form A01. The fees should be quoted strictly in the format provided.

Only those bidders who have qualified in eligibility Criteria and scored more than 300 marks in technical evaluation would be eligible further participation in e-procurement process. The details of e-Procurement process are given in Annexure – 7. The bidder has to quote the total cost of items mentioned in Appendix 1 Form A01 of RFP (Total cost of the project for 3 Years). Bank will arrive at TCO as per the format mentioned in the Appendix 1 Form A01 after closure of bidding.

The amounts in commercial bid should be written in figures as well as in numbers. If there is a discrepancy between words and figures, the amount in words will prevail. If the successful Bidder does not accept the correction of the errors, it's Bid will be rejected, and it's Bid Security may be forfeited.

The bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

6. Bid Submission

6.1 Bid Submission Details

The eligibility and technical bids shall be submitted along with demand draft for non-refundable bid amount in three separate sealed envelopes.

Envelope I containing technical bid should be superscripted as:

“Eligibility bid for Information Security Audit of Various IT Services and branches”

Envelope II containing commercial bid should be superscripted as:

“Technical Proposal for Information Security Audit of Various IT Services and branches”

Envelope III containing demand draft for earnest money should be superscripted as:

“Earnest Money Deposit for proposal for Information Security Audit of Various IT Services and branches”

All these three envelopes should be placed in a single envelope and this envelope should be superscripted as

“Proposal for Information Security Audit of Various IT Services and branches”

6.2 Format of Technical Bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into three parts – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

► **One compact disk (CD) containing the soft copy of technical proposal shall be provided**

The bidder shall certify that the contents of the CDs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be considered as true copy.

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

The proposal shall be prepared in English in MS Word / Excel / Power point format. The email address and phone / fax numbers of the bidder shall also be indicated on sealed envelopes.

Only one Submission of response to RFP by each Bidder will be permitted. All responses would be deemed to be irrevocable offers / proposals from the bidder and may if accepted by the Bank form part of the final contract between the Bank and the



selected bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 2 Form A01 – COVER TO). Unsigned responses would be treated as incomplete and are liable to be rejected.

Paper copies of RFP response shall be submitted along with Demand draft which shall be non-refundable for Bid security deposit. Electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:

Assistant General Manager
Information Technology
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune – 411005

The sealed bid envelopes as mentioned above shall be dropped in the Tender Box kept in the IT Department. Following officials shall be available for any assistance.

- i) Shri Sachin P. Shintre Senior Manager-IT
- li) Ms. Sweety Ratner, Manager – IT

The format for submission of **Technical bid** should be as given in Appendix 2 Form A04 - Technical Bid - Table of Contents.

6.3 Masked Commercial

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices along with the technical bid. This is mandatory. The bid may be disqualified if it is not submitted.

6.4 Bid Security Deposit

- 6.4.1 The bidder needs to furnish earnest money deposit, as part of bid security of an amount mentioned in section 1 of this document. The bid security is required to protect the Bank against the risk of bidder's conduct.
- 6.4.2 The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft favouring "Bank of Maharashtra" by a Scheduled Commercial Bank or a foreign bank located in India or in the form of bank guarantee format as provided in the RFP (Appendix 6 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Maharashtra as non-responsive.
- 6.4.3 Bid security of unsuccessful bidders will be returned by the Bank.
- 6.4.4 The successful bidder's bid security will be discharged upon the bidder signing the Contract and furnishing the performance security.
- 6.4.5 The bid security may be forfeited:
 - a. If bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
 - b. In case of the successful bidder, if the bidder fails to:



RFP for Information Security Audit

- i. Sign the Contract within 1 month of issue of purchase order / letter of intent.
- ii. Furnish performance bank guarantee within 10 days of signing the contract.

7. Terms and conditions

7.1 General

The Bidder should adhere to the terms of this tender document and would not accept any deviations to the same. If the Bidder have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Appendix 2 Form A 02- Query Format. The Bank reserves its right to not accept such deviations to the tender terms.

The bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for project of "Information Security Audit of various IT Services and Branches" Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the bidder responses would not be incorporated automatically in the tender document.

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

7.2 Rules for responding to this tender document

7.2.1 Response document

- 7.2.1.1 All responses should be in English language. All responses by the System Integrator to this tender document shall be binding on such bidder for a period of 180 days after opening of the commercial bids
- 7.2.1.2 The technical 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 bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.
- 7.2.1.3 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.
- 7.2.1.4 The bidder is required to quote for all the components/services mentioned in the Section 4.2 "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the

technical details in the required format or partial submission of technical details.

- 7.2.1.5 In the event the bidder has not quoted for any mandatory or optional 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.
- 7.2.1.6 In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor 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 vendor. The same item has to be supplied by the vendor free of cost.
- 7.2.1.7 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing solution. The Bank's interpretation will be final.
- 7.2.1.8 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidder 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.
- 7.2.1.9 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.
- 7.2.1.10 In the event optional prices (if requested in RFP are not quoted by the bidder, for items where such prices are 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. The same item has to be supplied by the bidder free of cost.
- 7.2.1.11 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for Solution readiness and availability etc. as mentioned in the tender document circulated by the Bank. bidder shall be fully responsible for deviations to the terms & conditions, Solution readiness etc. as proposed in the tender document

7.2.2 Price Bids (through e-procurement process)

- 7.2.2.1 The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered. The date for e-procurement would be communicated separately to the successful bidder post the completion of the eligibility and technical evaluation.
- 7.2.2.2 The prices and other terms offered by Bidder must be firm for an acceptance period of 180 days from the date of e-procurement process.
- 7.2.2.3 The prices quoted by the bidder shall include all costs such as, taxes, levies, cess, excise and custom duties except Service Tax and LBT/ Octroi etc wherever applicable that need to be incurred.

- 7.2.2.4 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.
- 7.2.2.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder". bidder should ensure that the project should not suffer for any reason.

7.2.3 Price Comparisons

- 7.2.3.1 The Bank will consider the Total Cost of Ownership (TCO) over a three-year period starting from date of acceptance of the Solution. The optional (if requested in RFP) items would also be considered in the TCO.
- 7.2.3.2 Comprehensive charges must be quoted, on yearly basis, after taking due consideration for the requirements and support period and providing the adequate benefit to the Bank.
- 7.2.3.3 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
- 7.2.3.4 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.
- 7.2.3.5 The Price offer shall be on a fixed price basis and should include: All taxes, duties and levies of whatsoever nature if any except Service Tax and Octroi; and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract.
- 7.2.3.6 The bidder must provide and quote for all the services as desired by the Bank as mentioned in this tender document.

7.2.4 Performance Guarantee

- 7.2.4.1 If the contract is awarded, the bidder should furnish a Performance Bank Guarantee in the format as required by the Bank to the extent of 10% of the value of the contract within 10 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.
- 7.2.4.2 The bidder shall provide audit tracking software from day one of the contract. The software will be subjected to acceptance testing by the Bank. It will be the responsibility of the bidder to include all the necessary customisations, if required, in the software.
- 7.2.4.3 Responses to this tender document 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.

- 7.2.4.4 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.
- 7.2.4.5 Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 7.2.4.6 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 amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.
- 7.2.4.7 The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, of providing audit services as required by 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 tender document, the bidder should fulfil all the terms and conditions of this tender document.
- 7.2.4.8 The bidder represents that the proposed Solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed solution. The bidder represents and undertakes to obtain and maintain validity throughout the contract, 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 undertakes 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.
- 7.2.4.9 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for Solution availability etc. as mentioned in this tender document.



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

It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

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

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

7.2.4.12 The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

7.2.5 Changes to the tender document

- 7.2.5.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all bidders about changes, if any.
- 7.2.5.2 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed Bidder 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.
- 7.2.5.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 7.2.5.4 Bidder shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the Assistant General Manager, IT at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the Bidder in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.
- 7.2.5.5 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.
- 7.2.5.6 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.
- 7.2.5.7 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.
- 7.2.5.8 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 / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 7.2.5.9 Bidder presentation – Bidders are requested to be prepared to make presentations and provide demonstration of its software application (audit tracking tool), as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date

for submissions of bids. The Bank will communicate a date and time to the bidder any time after the last date for submission of bids.

7.2.5.10 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit the clarification within 3 days from the day it was conveyed to the bidder regarding the same.

7.2.5.11 The bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the bidder, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of bidder shall be paid by bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of bidder's employee, agents, contractors, and subcontractors. The bidder shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

7.2.5.12 The Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the bidder towards breaches, claims, etc. the Bank shall provide the bidder with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "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."

Indemnity would be limited to court 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.

7.2.5.13 The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and



RFP for Information Security Audit

comparisons to the extent possible between vendors. In the event of major deviations in the technical bids submitted by the bidder the Bank may choose to provide for a re-pricing option to all the technically short-listed bidders. The bidder agrees that it has no reservations with this process.

8. Terms of Reference

8.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the bidder, shall be for a period of THREE years. The Bank at its sole discretion may enter into the 3 year contract for **“Information Security Audit of Various IT Services and branches”**. The contract period will start from the Mutually agreed date.

8.2 Contract Extension

Upon satisfactory completion of work, bank reserves right to extend the contract by another one year or as per the banks discretion on the same terms and conditions.

8.3 Payment terms

The bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The payment for **“Information Security Audit of Various IT Services and branches”** project will be divided into 4 equal instalments for the year will be paid as below

1. 75% of quarterly payment will be paid on submission of quarterly report.
2. Remaining 25% of Quarterly Amount will be paid on submission of compliance report for the same Audit report.

The payment for the audit tracking software will be done after successful acceptance by the Bank.

8.4 Compliance with all applicable laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel / representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/ permissions/ licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/

staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court 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.

8.5 Order cancellation

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

- ▶ Delay in Solution readiness and handing over the Solution to the Bank.
- ▶ Serious discrepancy in the quality of service / facility / security.
- ▶ In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.

8.6 Indemnity

The bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this tender document or breach of any representation or warranty by the bidder, (iii) use of the allocated Solution and or facility provided by the bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfil the scope of the Solution requirement. The bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however, (i) the Bank notifies the bidder in writing immediately on aware of such claim, (ii) the bidder has sole control of defence and all related settlement negotiations, (iii) the Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to



take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and System Integrators) rights, interest and reputation.

The bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- ▶ Non-compliance of the bidder with Laws / Governmental Requirements
- ▶ IP infringement
- ▶ Negligence and misconduct of the bidder, its employees, and agents
- ▶ Breach of any terms of tender document or Representation made by the Bank
- ▶ Act or omission in performance of service.

Indemnity would be limited to court 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.

The bidder shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and System Integrators of the Bank would be considered as a "direct" claim.

8.7 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and **one year thereafter**, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.8 Penalties and delays in Service Provider's performance

The bidder should provide uninterrupted services as per the requirements of this tender. Inability of the bidder to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 5% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.



Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Delivery of the Goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank.

If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery of the Goods and performance of the Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages

LIQUIDATED DAMAGES

The delivery would be treated as incomplete in one/all of the following situations:

- ▶ Non-delivery of any component or other services mentioned in the order
- ▶ Non-delivery of supporting documentation
- ▶ Delivery/Availability, but no installation of the components and/or software
- ▶ System operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

8.9 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 Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.



Responses received become the property of the Bank and cannot be returned. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- (a) Relates to the Disclosing Party; and
 - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the bidder.
 - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
 - (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all

such Information and materials, in whatsoever form, including any and all copies thereof.

4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
 - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

8.10 Force Majeure

1. 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.

2. 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.
3. 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.
4. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations in an endeavour to find a solution to the problem.

8.11 Resolution of disputes

1. The Bank and the supplier 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.
2. If the Bank project director and bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the bidder and Bank respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, the Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
4. 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 Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
5. 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 first transmitted by facsimile transmission by postage prepaid 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.

6. This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai 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.

8.12 Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
 - b. Delay in providing the Solution with complete readiness;
 - c. Serious discrepancy in functionality of any service, which has an impact on the Bank's equipment in production environment;
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favourable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide services to the Bank as per the contract.
5. Warranties:
 - a. All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
 - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
 - c. The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 - d. The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

6. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

8.13 Corrupt and fraudulent practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

8.14 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.15 Violation of terms

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

8.16 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.

2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. 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.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.

8.17 Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. 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 favourable 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 firm.
4. 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.
5. 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 of 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.

9.Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other bidder. 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.



Annexure 1: Performa of letter to be given by all the bidders participating in the Information Security Audit on their official letterheads.

To
General Manager - IT,
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

Sir,

Sub: RFP for **“Information Security Audit of Various IT Services and branches”**

Further to our proposal dated XXXXXXXX, in response to the tender Document issued by Bank of Maharashtra (**“Bank”**) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name



Annexure 2: Performa of letter to be given by all the bidders participating in the Information Security Audit Project on their official letter-head.

To
General Manager – IT
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

Sir,

Sub: RFP for “Information Security Audit of Various IT Services and branches”

Further to our proposal dated XXXXXXX, in response to the tender Document (hereinafter referred to as “**TENDER DOCUMENT**”) issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Appendix 2 Form A02 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Bidder’s corporate name

Annexure 3 : Bidder's scoring chart - Technical evaluation

Sr. No.	Description	Maximum Score	Scoring Mechanism	Credentials
1	Compliance to Technical requirement	200	The Compliance factor will be scored.	Compliance to Annexure 5
2	Presentation on Project Implementation Methodology	200		Presentation on Project Implementation and Methodology
3	Overall proposal, description of the facilities provided - Technical bid	100		Documents submitted in Technical Bid
Total		500		

Note

1. The cutoff criteria of the above evaluation parameters is minimum 300 marks across all three above sections
2. In Sr. No.1 - The bidder must score a minimum of 80% compliance, even if the bidder meets the 300 mark cut-off and does not meet the criteria of 80% compliance to section 1, the bidder would have deemed not to be meeting the RFP Technical requirements and would be disqualified.
3. This annexure is for bidders' reference and need not be submitted with Bid.
4. Bidders need to provide relevant credentials for all of the above points for scoring.
5. The overall proposal, description of the facilities provided in Technical bid will be evaluated.

Annexure 4 – Eligibility Criteria

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

S.No.	Eligibility Criteria	Documents required	Complied Y/N
A. General Criteria			
1	Bidder agrees to all the clauses as mentioned in the integrity Pact (Annexure 8 of this RFP)	Signed Integrity Pact on a stamp paper of. Rs.500/=	
2	Shall be a PSU/PSE/partnership firm or a limited company having existence in India.	Partnership Firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities-Applicable documents	
3	Shall have been in existence for five years as on 31-03-2016.	Partnership Firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities-Applicable documents	
4	The firm shall not be blacklisted / barred by Government of India or any regulatory body in India.	Self-Declaration	
B. Financial Criteria			
4	Shall have a minimum average annual Net Sales Turnover of Rs.75.00 crores (Rupees Seventy Five Crores) during last three financial years viz. 2013-14, 2014-15 and 2015-16.	Copy of audited Balance Sheet and P&L statement for the financial years. 2013-14, 2014-15 and 2015-16.	
5	Shall have positive net worth for the 2 out of last 3 financial years viz. 2013-14 2014-15 and 2015-16.	Copy of audited Balance Sheet and P&L statement for the financial years 2013-14 2014-15 and 2015-16.	

S.No.	Eligibility Criteria	Documents required	Complied Y/N
C. Technical Criteria			
6	Bidder should be CERT-IN empanelled as on the date of submission of bid	Copy of certificate	
7	Must not be application implementer/ Solution providers, in Bank of Maharashtra	Self-undertaking	
8	<p>The bidder should have conducted at least three Information Security audits of data centers and other IT Infrastructure of PSU banks in India in the past five years including</p> <p>a) Vulnerability assessment of servers/ security equipment/ network equipment; &</p> <p>b) External attack and penetration test of equipment exposed to outside world through internet</p>	Reference Letter from Customer/ Document Proof	

Note: Offers from companies/ firms or its associates engaged in running / managing a Data Centre, DR Centre or Software applications of Bank of Maharashtra shall not be considered.

Annexure 5 - Technical Evaluation Criteria

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
Credentials	<p>The Bidder should have experience in conducting review of IT Infrastructure of Data Centre / Disaster recovery for at least 3 Public Sector Banks/or Equivalent organization.</p> <p>(Bidder should produce relevant Document Proofs)</p>	40	<ul style="list-style-type: none"> • Three or more PSU Banks - 40 marks • Two PSU Banks - 30 marks • One PSU Bank - 15 marks <p>If bidder does not have any references in public sector banks in India, then marks shall be given as follows:</p> <p>For private / foreign bank references (these marks are not in addition to marks for public sector bank references and will be applicable only if bidder does not have PSU bank references in India)</p> <ul style="list-style-type: none"> • THREE or more private / foreign commercial banks in India – 30 marks • Two private / foreign commercial banks in India – 20 marks • One private / foreign commercial bank in India – 10 marks

	<p>The bidder must have both domain and technical knowledge of Banking and IT areas. The technology area of expertise should include IS Audit of Enterprise Data Centre, hardware and software, Networking and Delivery channels, SDLC, software review, UAT review, BC & DR, vulnerability assessment and risk analysis, expertise in areas related to banking business, outsourcing management, Business Impact Analysis, day-to-day banking operations etc</p> <p>Provide details of 2 references from public sector banks / or equivalent organization.</p> <p>(Bank will conduct the reference check with the references provided. Marks will be awarded based on the satisfactory feedback received from the bank)</p>	40	<ul style="list-style-type: none"> • TWO or more PSU Banks - 40 marks • ONE PSU Bank - 20 marks <p>If bidder does not have any references in public sector banks in India, then marks shall be given as follows for private / foreign bank references (these marks are not in addition to marks for public sector bank references and will be applicable only if bidder does not have PSU bank references in India)</p> <ul style="list-style-type: none"> • Two or more private / foreign commercial banks in India –20 marks • One private / foreign commercial bank in India – 10 marks
People	<p>The proposed Engagement Manager should have handled at least 3 such projects and should be on the role of the firm/ service provider for at least seven years.</p> <p>(self-declaration from firm possibly with reference letter from customers is required.)</p>	30	<ul style="list-style-type: none"> • Handled 3 Information Security Audits or more and on role of the firm for last 7 years: 30 Marks • Handled at least 2 Information Security Audits and on role of the firm for last 5 years: 14 marks: 20 Marks • Handled at least 1 Information Security Audit and on role of the firm for last 3 years: 8 marks: 10 Marks

	At least one out of the proposed team members must have experience in executing similar projects in three banks out of which at least one should be a public sector bank (List of proposed team members possibly with reference letter from customers is required.)	30	<ul style="list-style-type: none"> Handled 3 Information Security Audits or more: 30 Marks Handled at least 2 Information Security Audits: 20 Marks Handled at least 1 Information Security Audit in Public Sector Bank: 10 Marks
	The firm should have a pool of at least 20 professionals with international accreditation like CISA (Certified Information Systems Auditor), CISSP (Certified Information Security Professional), CEH (Certified Ethical Hacker) and BS7799/ISO27001 trained lead auditors etc. employed with them. (List of existing (on role of the firm) professionals with their qualifications and certifications is required.)	30	<ul style="list-style-type: none"> Firm has 20 professionals or more on role:30 Marks Firm has at least 15 professionals on role:20 Marks Firm has at least 10 professionals on role:10 Marks
	The firm proposes to deploy at least 4 professionals of the project (List of proposed Team members with their qualifications, certifications and age is required)	30	<ul style="list-style-type: none"> Firm proposes to deploy 4 or more professionals:30 Marks Firm proposes to deploy 3 professionals: Firm proposes to deploy 2 professionals
	Total Marks	200	Total score out of Two Hundred

Note:

The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.

Appendix 1 Form A01 – Masked Commercial Bid

The Commercial Bid should contain the Total project cost, on a fixed cost basis. Bank of Maharashtra will not provide any reimbursement for traveling, lodging/boarding, local conveyance or any other related expenses.

The format of commercial bid is given below:

Sr. No.	Scope	Audit Frequency / cycle	Payment per audit cycle	Payment per year
A.	Service Based Audit of IT service	Quarterly		
B.	Vulnerability Assessment and Penetration Testing of Internal Sites	Quarterly		
C.	DR Drill	Quarterly		
D.	Vendor Risk Assessment	Quarterly		
E.	Cyber Security Audit of Critical Infrastructure	Half Yearly		
F.	Source Code Audit	Quarterly		
G.	Monthly Advisory and Information Security training	Monthly		
H.	Review of IT Security Policy and Procedures	Annually		
Total cost of Audit for 1 Year (Rs)				
Total cost of Audit for 3 years (Rs)				
Cost of Audit Tracking Software (Rs)				
Total Cost of the project for Three Years (Rs.)				

The prices quoted by the bidder shall include all costs such as, taxes, levies, cess, excise and custom duties except Service Tax and LBT/ Octroi etc wherever applicable that need to be incurred.



Appendix 2 Form A01: Cover Letter (Technical Offer)

Date

To,
General Manager (IT,)
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform Information Security Audit of various IT Services and Branches in the bank and all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

Appendix 2 Form A 02: Queries on the Terms & Conditions, Services and Facilities provided:

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

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)



Appendix 2 Form A 03: BID SECURITY FORM
_(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (*date of submission of bid*) for "Information Security Audit of various IT services and branches" in response to Bank of Maharashtra's Request for Proposal (RFP) No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*name of country*) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Maharashtra (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

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

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



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

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. 10,00,000/- (Rupees Ten Lakhs only) only.

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

- 1. BIDDER SHALL ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

Appendix 2 Form A04: Technical Bid - Table of Contents

Section #	Section Heading	Porforma Given
1.	Table of Contents	Appendix 2 Form A04
2.	Eligibility Criteria	Annexure 4
3.	Cover Letter – Technical Offer	Appendix 2 Form A 01
4.	Bid Security	
5.	Bid Security Undertaking	Appendix 2 Form A 03
6.	Price of Tender copy	
7.	Executive Summary	
8.	Technical compliance	Annexure 5
9.	Approach and Methodology	
10.	Details of Audit Tools used (Including Audit tracking software, Network Bandwidth monitoring tool etc.)	
11.	Deliverables, Timelines and Audit Plan	
12.	Conformity with Hardcopy Letter	Annexure 1
13.	Conformity Letter	Annexure 2
14.	Masked Commercial Bid	Appendix 1 Form A01
15.	Query format / Comment on Terms and conditions and Terms of reference	Appendix 2 Form A 02
16.	Format of CV - Details of team leader and audit team	Annexure 6
17.	Guidelines, Terms & Conditions and Process Flow for e-Procurement Auction	Annexure 7
18.	Any other Information as requested in the tender document	
19.	Pre Contract Integrity Pact	Annexure 8

Dated:

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)



Annexure 6: Format of CV - Details of team leader and audit team

Position:

Name of Firm:

Name of Personnel:

Profession:

Date of Birth:

Years with Firm:

Nationality:

Membership of Professional Societies:

Detailed Tasks Assigned: (past 5years)

(Giving an outline of person's experience and training most pertinent to task on assignment. Describe degree of responsibility held by the person on relevant previous assignments and give dates and locations)

Employment Record:

(Starting with present position, list in reverse order)

Qualifications: Technical and Academic with year of passing

ANNEXURE 7: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Bank of Maharashtra intends to use E Procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

1. Rules for E Procurement Auction (Reverse Auction):

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A (Compliance Agreement)
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
 1. Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
 2. Agreement between Bidder and bidder. (This format will be given by the Bidder prior to announcement of Reverse Auction.)
 3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the Bidder for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / Bidder may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

- iii. Any bidder/bidders not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder shall participate in the training at his / their own cost.
- e. **DATE/ TIME FOR TRAINING:**
 - i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
 - ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.
- f. **DATE/ TIME OF REVERSE AUCTION:**
 - i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
 - ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
- g. **CONDUCT OF REVERSE AUCTION:**
 - i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
 - ii. The Reverse Auction may be conducted by the Bank itself or through a Bidder specifically identified/ appointed/ empaneled by the Bank.
- h. **PROXY BID:**
 - i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
 - ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
 - iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
 - iv. During training, the issue of proxy bidding will be clarified in detail by the Bidder.
- i. **TRANSPARENCY IN BIDS:**
 - i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- j. **MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.
- k. **START PRICE:**
 - i. Bidders will fill the unit cost of the line items mentioned in Appendix A Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix A Form 02 of RFP. This total value is taken as the start price of the bidding process.
- l. **DECREMENTAL BID VALUE**
 - i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50000/-.
 - ii. The bid decrement value shall be in multiples of Rs. 50000/-.
 - iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
 - iv. Decremental value will be appropriated across the line items (sl. no. 1 to 6) of Appendix A Form 02 of RFP proportionately by the system.
- m. **REVERSE AUCTION PROCESS:**
 - i. The procurement process shall be completed through a single Reverse Auction.
 - ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
 - iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix A Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
 - iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the Bidder by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the Bidder. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Bidder to upload the faxed prices online. In case the required time is not available with the Bidder at the time of receipt of fax message, the Bidder will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. **EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

o. **CHANGES IN BIDDER RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. **OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor Bidder can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. **ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

2. Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the Bidder. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- b. The auction type is English Reverse No Ties.
- c. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.

- e. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g. Bidding will be conducted in Indian Rupees (INR).
- h. The bidder has to quote the total cost of items mentioned in Appendix 1 Form A01 of RFP (Total cost of the project for 3 Years). Bank will arrive at TCO as per the format mentioned in the Appendix 1 Form A01 after closure of bidding.
- i. The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- l. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 092016, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 092016 are only eligible to participate in Reverse Auction Process.
- n. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o. All other terms and conditions of the RFP no. 092016 remain unchanged.



FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 092016 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 092016 for "Information Security Audit of various IT Services and Branches" in connection with the reverse auction event held by BANK OF MAHARASHTRA & to be conducted by _____.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP 092016.
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of _____ or BANK OF MAHARASHTRA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. _____ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and BANK OF MAHARASHTRA.
9. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from BANK OF MAHARASHTRA. Any other suppliers, including those registered on _____ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by _____ in consultation with



BANK OF MAHARASHTRA. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.

14. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold _____, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. _____, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. _____ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of _____'s control.
18. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Name:

Stamp:

Designation:

Place:

Date:

Organization:

Signature:

Annexure 8 - PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2016, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Services for Information Security Audit of various IT services and branches in the Bank and the BIDDER/Seller is willing to offer/has offered the services for Information Security Audit of various IT services and branches in the Bank.

and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is an Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either

for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in
Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression



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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:

- 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**

- 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-

- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the

present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:



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

12. Validity:

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

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

13. The parties hereby sign this Integrity Pact at _____ on

BUYER

BIDDER

Name of the Officer:

CHIEF EXECUTIVE OFFICER

Designation:

(Office Seal)

IT Department

Bank of Maharashtra

(Office Seal)

Place _____

Date _____

Witness:

Witness:

1 _____
(Name & Address) : _____

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____