



REQUEST FOR PROPOSAL (RFP)

SUPPLY, IMPLEMENTATION, AND MAINTENANCE FOR

BREACH ATTACK & SIMULATION (BAS), CONTINUOUS AUTOMATED RED TEAMING(CART)
WITH FACILITY MANAGEMENT SUPPORT

SBI Capital Markets Ltd

Ref: RFP no. CO/IT/2414

Date: 21-Feb-2025

Table of Contents

Fact Sheet.....	4
1.1 Definitions	6
1.2 Bidders Eligibility Criteria	7
2 General Terms and Conditions and RFP Process.....	8
Instruction to Bidders	8
2.1 Cost of Bid	8
2.2 Clarification and amendments on RFP/Pre-Bid queries	8
2.3 Tenure	9
2.4 Contents of Bid	9
2.5 Period of Validity of Bid	10
2.6 Additional and Renewal of Licenses.....	10
2.7 Bid Integrity.....	11
2.8 Bidding Process / Opening of Technical Bids: -	11
2.9 Commercial evaluation.....	12
2.10 Award Criteria	13
2.11 Powers to Vary or Omit Work.....	14
2.12 No Waiver of Company Rights or Successful Bidder's Liability	14
2.13 Contract Amendments.....	15
2.14 Company's Right to Accept Any Bid and to Reject Any or All Bids	15
2.15 Performance Bank Guarantee.....	15
2.16 System Integration Testing	15
2.17 Compliance with IS security.....	15
2.18 Penalties & SLA.....	15
2.19 Right to verification & Audit.....	15
2.20 Purchase Price	16
2.21 Inspection and Quality control tests	17
2.22 Acceptance Testing Criteria.....	17
2.23 Subcontracting.....	18
2.24 Validity of Agreement	19
2.25 Limitation of liability	19
2.26 Confidentiality.....	19
2.27 Delay in the Vendor performance.....	20
2.28 Vendor's obligations	20
2.29 Technical Documentation:	20
2.30 Liquidated damages:.....	20
2.31 Conflict of Interest:.....	21
2.32 Fraud and corrupt practices	22
2.33 Termination by default	23

2.34	Force Majeure	24
2.35	Termination for Insolvency:	24
2.36	Termination for Convenience:	24
2.37	Disputes / Arbitration (applicable in case of successful Bidder only):	24
2.38	Governing Language:	25
2.39	Applicable Laws:.....	25
2.40	Taxes and Duties:	25
2.41	Tax deduction at Source.....	26
2.42	Bid Currency.....	26
2.43	Tender Cancellation	26
2.44	Earnest Money Deposit (EMD)- Not Applicable for this RFP	27
2.45	Existing contracts of SBI with OEMs and Empanelled Vendors.....	27
2.46	Commercial Bid –	27
2.47	Delivery and Implementation	27
2.48	Hardware and Software Requirements	27
3	Roles & Responsibilities of Stakeholders	28
3.1	Responsibilities of SBICAPS.....	28
3.2	Scope of Work (SOW)	28
	For BAS.....	28
	Onsite Resource -.....	29
4	Payment Schedule	29
4.1	Payment milestones	29
4.2	Deviations	29
4.3	Termination of Services of Support.....	29
4.4	RFP Modification.....	30
4.5	Interest Liability	30

Fact Sheet

Item	Description
Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Company's website https://www.SBICAPS.com/index.php/tenders/
Method of Selection	The method of selection is Quality and Cost Base Selection The weights given to the Technical and Financial Proposals are: Technical = 70% and Financial = 30%
Date of RFP issuance	21-Feb-2025
Last date for Submission of Pre-Bid Queries	25-Feb-2024 3.00 pm All the queries should be received on or before the prescribed date & time, through email only with subject line "<Bidder's Name> - Pre-Bid queries RFP FOR BAS". The queries should be submitted as per the format prescribed in " <u>Annexure 2.5 Template for Pre-bid Queries</u> ".
Issue of Corrigendum	26-Feb-25
Last date and time for Technical and commercial Bid/Proposal submission (on or before)	06-Mar-2025 05.00 pm
EMD	Not Applicable
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One Hundred and Eighty) days from the actual date of submission of the Bid.
Currency(ies)	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal.	Name: Mayank Verma/Sagar Vichare, Mayank.Verma@SBICAPS.com/Sagar.Vichare@SBICAPS.com BKC Office

1. *Introduction*

SBI Capital Markets Ltd. (SBICAPS) is India's largest domestic Investment Bank, offering the entire gamut of investment banking and corporate advisory services. These services encompass Project Advisory and Loan Syndication, Structured Debt Placement, Capital Markets, Mergers & Acquisitions, Private Equity and Stressed Assets Resolution.

We are a complete solutions provider offering diversified financial advisory and investment banking services, innovative ideas and unparalleled execution to our client base across all stages of the business cycle. Our services range from venture capital advisory, project advisory, buy and sell-side advisory, accessing financial markets to raise capital and even restructuring advisory in their turn-around phases.

Founded in August 1986, SBICAPS is a wholly owned subsidiary and the Investment Banking arm of State Bank of India (SBI), the largest commercial bank in India. SBICAPS has total strength of approx. 400 users and have total 6 Regional offices in Metro Cities.

About the Initiative/Purpose

SBICAPS intends to strengthen its cyber defense capabilities in a comprehensive manner focusing on surface visibility, attack simulation, integrating threat intelligence and by proactive digital risk monitoring. SBICAPS intends to onboard partner for evaluation Breach Attack Simulation (BAS) and Continuous Automated Red Teaming (CART) to automate extensive security testing and strengthen organization's security posture by simulating various attack scenarios which includes EDR, Endpoint attack, DLP, Email Gateway, WAF, Web Gateway attack simulations etc. This approach aims to uncover potential vulnerabilities and gaps, assess the effectiveness of security controls and enhance incident response and detection strategies

Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI Capital Markets Ltd (Company), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by SBI Capital Markets Ltd, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of SBI Capital Markets Ltd with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- iv. SBICAPS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. SBICAPS also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the SBICAPS is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- viii. Proposed solution must be as per the detailed Technical Specifications and the Vendor should adhere to Scope of Work mentioned in this RFP.
- ix. The Purchase Order may be placed in part or full by SBICAPS, the quantity or number of equipment to be purchased as mentioned in this RFP is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. SBICAPS, however, reserves the right to procure extra quantity during the bid validity period of the offer and till 1 year from the date of project sign-off at the same Bid price considering dollar fluctuation, if any within the said timeline of 1 years. The offer should be valid for SBICAPS group companies. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by SBICAPS. The movement of the shipment should be advised to the SI and SBICAPS, well in advance.

1.1 Definitions

In this connection, the following terms shall be interpreted as indicated below:

- i. "The Company/Owner/SBICAPS" means the SBI Capital Markets Ltd.
- ii. "Regional Offices" mean the Ros/ Remote Locations
- iii. "Bidder/Service Provider/System Integrator" means an eligible entity/firm submitting the Bid in response to this RFP.
- iv. "Bid" means the written reply or submission of response to this RFP.
- v. "The Contract" means the agreement entered into between the Company and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- vi. "Vendor/Service Provider" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1/L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Company.
- vii. "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- viii. Services/ System - "Software Solution" or "Services" or "System" means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under the RFP.
- ix. Successful Bidder: Shall mean qualified & Successful in the bidding process and is given the award of Work.
- x. Project Go-Live - Defines as successful Implementation of the project (all components)
- xi. Project Sign-off- Defines as successful completion of project and closure of all the ongoing issues.
- xii. DR Site- Disaster Recovery
- xiii. DC & DR- Data centre and Disaster Recovery
- xiv. DLP -Data Leakage Prevention Solution
- xv. CART- Continuous Automated Red Teaming
- xvi. BAS- Beach Attack Simulation

1.2 Bidders Eligibility Criteria

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Criteria	Compliance (Yes/No)	Remarks
1	The bidder should be a company registered in India as per Company ACT 1956.		Incorporation Certificate
2	The proposed OEM should have presence in India and should have been serving customers in India for at least 4 years. At least 1 (one) Customer PO copy to be submitted as evidence"		Provide proposed OEM's Incorporation certificate and Support centre details
3	The proposed OEM should have proposed solution Tools and Software deployed within India Data Centre.		Please provide letter from OEM or OEM's Data Centre Facility.
4	The Bidder should have yearly sales turnover of minimum Rs. 10 crores each year and profitable during last three financial years profitable 2021-22, 2022-23, 2023-24,)		Certificate from statutory auditor for preceding 03 years for Bidder and OEM

5	The proposed OEM should have implemented BAS solution at minimum 10 BFSI/NBFC clients		Provide the list of Clients for BAS on OEMs letter head.
6	The bidder should have implemented proposed solution at least at two BFSI/Enterprise customers.		Purchase Order copies
7	Bidder should have partnership with OEM of the proposed solutions and its components.		MAF from OEM of the Solution and all its components
8	The Bidder 's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31. Jan.24		Certificate from Bank/ Auditor

2 General Terms and Conditions and RFP Process

Instruction to Bidders

2.1 Cost of Bid

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Company, or any other costs incurred in connection with or relating to their Bid. The Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

2.2 Clarification and amendments on RFP/Pre-Bid queries

- i. Bidder requiring any clarification of the bidding Document may notify the Company in writing strictly as per the format given in **Annexure-2.5** at the address/by e-mail given in factsheet of this document within the date/time mentioned in the schedule of events. SBICAPS shall reserve the rights to change the revise the complete technical specifications of the RFP after its release and discussion with partners and its proposed OEM.
- ii. The Owner will organize a pre-bid conference, if necessary and will respond to any request for clarification or modification of the bidding documents. The Owner will formally respond to the pre-bid queries.
- iii. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid queries clarifications, shall be made by the Owner exclusively through a corrigendum in email and revised RFP will be published on our website. However, in case of any such amendment, the bid submission date may be extended at the discretion of the Owner.
- iv. Any corrigendum / notification issued by the Owner, subsequent to issue of RFP, shall only to the bidders through email.
- v. SBICAPS reserves the right to amend, or reissue the RFP, at any time prior to the deadline for submission of Bids. The Company, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of

corrigendum/addendum. The interested parties/Bidders are advised to check the Company's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Company, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Company will be binding on the participating Bidders. Company will not take any responsibility for any such omissions by the Bidder. SBICAPS, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- vi. Queries received after the scheduled date and time as mentioned in the fact sheet will not be responded / acted upon.

2.3 Tenure

03 Years Contract. Termination clause Applicable

2.4 Contents of Bid

- i. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBICAPS has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

Technical BID Comprises of strictly in below mentioned order in SPIRAL BINDING: - Technical bid & Commercial bid to be submitted online on eTender website and also hard copy of it should be submitted to SBICAPS on registered address. (BKC Office) in separate envelopes.

S/N	Particulars	Annexure	To be submitted with
1	Bid Covering Letter	Annexure-A	Technical Bid
2	Technical Specification and Compliance	Annexure-B of the Proposed Solution (excel)	Technical Bid
3	Undertaking Authority	Annexure-C	Technical Bid
4	Service Level Agreement	Annexure-D	Technical Bid
5	MAF's for each supplied component's	Annexure-F	Technical Bid
6	Bidders Eligibility Criteria Certificate	Annexure-G	Technical Bid
7	Bidders Profile	Annexure-H	Technical Bid
8	Client Citation	Annexure-I	Technical Bid
9	Technology Enablement Form	Annexure-J	Technical Bid
10	Pre-Bid Queries with SBICAPS response to be submitted with Technical Bid.	Annexure- 2.5	Technical Bid
11	Bidder Capability to support as per the SOW under this RFP with implementation plan, Detailed methodology to implement proposed Solution with solution diagram,	As per Bidders owned format to be attached at Annexure-I	Technical Bid

	Project timelines, Onsite / Offshore Support Mechanism Details with escalation matrix, Virtual Machines configuration requirement, Software OS and DB Requirements, Clientele etc.		
12	Gartner's Positioning Reports and other supporting documents for proposed components	Annexure- II	Technical Bid
Annexures with Tentative Formats for Bidders Information			
1	NDA	Annexure-K	
2	Performance Bank Guarantee	Annexure-L	
3	Scoring Pattern	Annexure-M	
Price Bid comprises of: -			
1	Price Bid -Summary	Annexure S	Commercial Bid

- SBICAPS reserves the rights to reject the bid in case of not conformity to acceptance of SLA, Scope of work and Terms and Conditions mentioned under this RFP and Compliance

○ **Price Composition:**

- The prices quoted should be in Indian rupees only.
- The quoted pricing should consist of the project cost with **OEM support & warranty**.
- The prices should be exclusive of taxes, duties and statutory levies. These may be claimed at the time of invoicing based on the then prevailing rules and regulations.

2.5 *Period of Validity of Bid*

- i. Bids shall remain valid for 180 days from the date of submission date. A Bid valid for a shorter period is liable to be rejected by the Company as non-responsive.
- ii. In exceptional circumstances, the Company may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- iii. SBICAPS reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.
- iv. Post initial Purchase of Licenses for the proposed product, SBICAPS may also required to take incremental licenses during contract period. The Bidder shall supply the Licenses at same contracted price during the entire contract period.

2.6 *Additional and Renewal of Licenses*

- i. Post initial Purchase of Licenses for the proposed product, SBICAPS may also require purchasing additional licenses during contract period. The Bidder shall supply the Licenses at same contracted price during the entire contract period.
- ii. At time of renewals post completion of initial 1st year, SBICAPS shall reserves the rights to renew the licenses based on the actual quantity and requirements. There should not be any obligation for minimum number of licenses renewal requirement.

2.7 *Bid Integrity*

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Company may take. All the submissions, including any accompanying documents, will become property of SBICAPS. The Bidders shall be deemed to license, and grant all rights to SBICAPS, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

2.8 *Bidding Process / Opening of Technical Bids: -*

- i. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- ii. The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and are generally in order. The Company may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iii. If a Bid is not responsive, it will be rejected by the Company and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

vii. *The Technical evaluation will also take into account:*

- a) The bidder should score minimum **70 points** to qualify for Commercial Round.
- b) Services offered by the Bidder to any noticeable BFSI in India. The Bidder should furnish the details.
- c) Implementation experience in proposed solution
- d) Migration/Implementation (s) assurance by the Bidder as per requirement of the Company for the duration of the project.
- e) Proof of Concept and fulfilment of standard use cases
- f) Delivery and Implementation timelines
- g) Bidder support facilities: Support requirement like support/ email support/ offline support, time period.
- h) State of the art Technology offered by the bidder to any noticeable companies in India. The bidder should furnish the details when requested.
- i) Proposed solution features, guaranteed uptime, footprint, integration, underlying components' etc.
- j) Scalability / Capability of the proposed solution to meet future requirements not outlined in the RFP.
- k) Support on open platforms and solution based on proposed technology (both software and hardware).
- l) Market Survey / Industry feedback for Bidder and Solution
- m) Bidder/OEM support facilities / proactive support/Profile/ Previous experience
- n) Integrated solutions and user interface, reporting etc.
- o) Bidder/OEM Profile and experience in the industry

- p) OEM post sale support experience.
- q) Gartner Report positioning
- r) Management GUI for administration for proposed components
- s) Bidders' capability to support the RFP scope and based on the presentation
- t) SBICAPS reserves the right to evaluate the bids on technical & functional parameters including factory/client visit, client site visit and witness demos of the system and verify functionalities, response times, public documents, Market Share, OEM establishment blogs etc.
- u) SBICAPS will evaluate the technical and functional specification of all the equipment quoted by the Bidder.
- v) Eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for Commercial Round
The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Annexure L**
- w) Technical Bid will be assigned a technical weightage. Only the bidders who overall score a Technical score of **70 % or more will qualify** for commercial bid evaluation. The minimum score for individual component should also not be less than 70% individually against their weightages.

The Final technical score of the Bidder shall be calculated as follows -

Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)

2.9 Commercial evaluation

- i. The bidder is required to give their Tentative price in commercial bid.
- ii. Only Technically qualified bidders will be invited to participate in Commercial Round.
- iii. The Price received in the Commercial Bid will be the consolidated price for all the proposed solution and its components. SBICAPS will reserve the rights to take partial price into consideration of desired components.

Normalized Commercial Score of a Bidder = {lowest discounted quote(Commercial Bid Price) / Bidders discounted Commercial Bid} X 100 (adjusted to 2 decimals)

- iv. The final score will be Quality and Cost based with the following weightage:
70%: Final Technical Score
30%: Final Commercial score

Final Score = (0.7*Final Technical Score) + (0.3*Final Commercial Score)

The bidder with the highest Final score shall be treated as the Successful bidder

Note: -

SBICAPS may changes the bid evaluation criteria at its own discretion after receipt of bids from competent bidder. SBICAPS also reserves the rights to remove component from Commercial bid for evaluation purpose and for releasing the work order for partial scope.

SBICAPS will reserves the right to remove any component from the above items and raise the partial PO.

FINAL EVALUATION: -

- i. The technically qualified Bidders shall participate in Commercial Round. Specific rules for this particular event viz, date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating Bidders before the event.
- ii. Bidders should note that the lowest commercial bid many not necessarily declared as L1 Vendor. The L-1 Bidder will be decided only later, on finalization of prices through Technical Evaluation of the proposed solution, Microsoft Licensing Commercials which is not part of supply under the scope of this RFP.
- iii. **SBICAPS at its own discretion may add/remove any component of Commercial BID and arrive at the Lowest price.**
- iv. After the Commercial Bids received, the scores of both technical evaluation and commercial evaluation would be calculated on 70:30 basis (70% Weightage to technical and 30% Weightage to commercial).
- v. Scoring model to evaluate technical bid is provided in **Annexure – M**
- vi. SBICAPS would not necessarily bind to select one vendor for entire solution and may release the order to more than one vendor for selected components from the proposed solution.

2.10 Award Criteria

- i. Company will notify successful Bidder (TC1/L1) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder must return the duplicate copy of the same to the Company within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have sign contract agreement withing 30 days with acceptance of all terms and conditions of RFP
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. Until the execution of a formal contract, the Bid document, together with the Company's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Company and the successful Bidder.
- vi. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- vii. The Company reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.

2.11 Powers to Vary or Omit Work

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Company. The Company shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Company thereof in writing with reasons for holding such opinion and Company shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Company confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Company as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Company shall prevail.

2.12 No Waiver of Company Rights or Successful Bidder's Liability

Neither any sign-off, nor any payment by the Company for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Company shall affect or prejudice the rights of Company against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Company to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Company nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Company.

2.13 Contract Amendments

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties

2.14 Company's Right to Accept Any Bid and to Reject Any or All Bids

The Company reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action

2.15 Performance Bank Guarantee

The successful bidder is required to submit the BG up to 10% of the hardware/software cost for entire solution and its components which will be revalidate on year-on-year basis.

2.16 System Integration Testing

- i. The Vendor should migrate as per the SOW.
- ii. Bidder should test the realized processes along with the Owner's team within the functional domain and record the necessary test data, testing plan and the output.

2.17 Compliance with IS security.

The Vendor shall have to comply with Company's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Company being managed by or assigned to the Vendor.
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Company
- viii. Data Encryption/Protection requirements of the Company.
- ix. In general, confidentiality, integrity and availability must be ensured.

2.18 Penalties & SLA

As mentioned in **Annexure-D** of this RFP

2.19 Right to verification & Audit

- i. The Company reserves the right to verify any or all the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.
- ii. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the SBICAPS/ inspecting official from External Consultant or any regulatory authority, covering the risk parameters finalized by SBICAPS/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to SBICAPS and Service Provider is required to submit such certification by such Auditors to the SBICAPS.

Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the SBICAPS) shall facilitate the same. SBICAPS can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/ data to them.

- iii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by SBICAPS or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iv. Service Provider further agrees that whenever required by SBICAPS, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the SBICAPS/ or any regulatory authority(ies). SBICAPS reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- v. Service Provider shall grant unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.
- vi. SBICAPS has the right to check and verify the deliverables in RFP at any point of time during contract period of 03 years by SBICAPS officials or any other third-party organization assigned by SBICAPS for verification of the deliverables in RFP. In case any feature/functionality/deliverables are missing or not delivered then SBICAPS will impose a penalty. Bidder should provide the missing feature/functionality/deliverables with-in stipulated timelines given by SBICAPS. SBICAPS will take action accordingly for not providing the missing features/functionalities/deliverables.

2.20 Purchase Price

- i. Bidders are requested to quote final price in **Annexure-S**
- ii. Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.
- iii. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- a) Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- b) The order will be placed for total Cost of module.
- c) The applicable TDS will be deducted at the time of payment of invoices.
- d) Terms of payment are given in **Section 4.1** of this RFP document.
- e) Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- f) The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies viz. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- g) The migration price shall also be applicable to SBICAPS group companies.

2.21 Inspection and Quality control tests

- i. In the event of the implementation fails to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Company reserves the right to cancel the Purchase Order.
- ii. Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.
- iii. The Company's right to inspect, test the product/ solution after delivery of the same to the Company and where necessary reject the products/solution which does not meet the specification provided by the Company. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Company or its representative prior to the products/ solution shipment from the place of origin by the Company or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.
- i. System integration testing and User Acceptance testing will be carried out as per requirement of the Company.

2.22 Acceptance Testing Criteria

- i. The acceptance / performance test will be performed within a week after completion of installation and commissioning of all the components of the solution at the sites of installation as per schedule of requirement. Complete hardware and/or Software, as specified in the Purchase Order must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the SBICAPS. The acceptance will involve trouble-free operation/s/ test of use cases. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the SBICAPS. No malfunction, partial or complete failure of any part of hardware or software is expected to occur. The Bidder shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the SBICAPS, the successful completion of the test specified. In case of any discrepancy in the hardware & associated software supplied, the SBICAPS reserves the right to terminate the entire agreement in case

the Bidder does not rectify or replace the supplied hardware/software, and the Bidder shall take back Bidder equipment /Software at Bidders' cost and risk. The Bidder shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by the SBICAPS will be borne by the Bidder and the asset insured in the name of the SBICAPS. The Bidder shall provide the insurance certificates for insurance of the 'Bidder Supplied Equipment' to the SBICAPS along with supply of Equipment.

- ii. The Installation cum Acceptance Test/Sign-off and Check certificates jointly signed by representative of the Bidder and official of the SBICAPS.
- iii. In all cases, the Bidder shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming hardware/software, unless such failure is due to reasons entirely attributable to SBICAPS.
- iv. In the event of hardware and software failing to pass the acceptance tests, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance tests, failing which the SBICAPS reserves the right to get the equipment replaced by the Bidder at no extra cost to the SBICAPS or to cancel the order and recall all the payments with interest at 15% per annum from the date of the respective payments till the time of actual receipt of refund.
- v. Performance Criteria for the Components are as follows.
 - a. After integration, implementation of the proposed solution, the bidder shall be required to perform User Acceptance Test and demonstrate all the functionalities, required as per this RFP and contract document of the proposed solution.
 - b. SBICAPS shall conduct Security Vulnerability audit on proposed software, accordingly the Bidder shall close the observations before Production.
 - c. The solution provided by the selected bidder must meet all the technical and other specifications at a minimum, as envisaged in this document. The Bidder shall demonstrate the capabilities and perform complete testing of equipment, features, configuration of all the equipment
 - d. The SBICAPS will accept the "Stabilization" of the solution only on satisfactory completion of Security Audit, Validation & Certification by respective OEM. The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by the Bidder in their response and the requirement of this RFP. No additional cost will be paid by SBICAPS.
 - e. SBICAPS may also take up third party review of proposed feature /Functionality verification at any time during the contract period for which selected bidder has to facilitate such third-party review without any additional cost to the SBICAPS.

2.23 Subcontracting

- i. SUBCONTRACTING is not permitted.
- ii. In case its unavoidable, the bidder must obtain written permission from SBICAPS before contracting any work to subcontractors. SBICAPS at its own discretion may permit or deny the same.
- iii. In case of subcontracting, the contracting vendor is responsible for all the services provided to SBICAPS regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply

with all security requirements of the contract and SBICAPS can obtain independent audit report for the same. The bidder should provide subcontracting details to SBICAPS and if require, SBICAPS may evaluate the same.

2.24 Validity of Agreement

The Agreement/ SLA will be valid for the period up to contract period. The Company reserves the right to terminate the Agreement as per the terms of RFP.

2.25 Limitation of liability

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Company arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Company's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Company's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Company, provided such guidelines were brought to the notice of Service Provider.

2.26 Confidentiality

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Company relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Company in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Company.
- ii. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Company shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Vendor's performance

under the Contract, if so, required by the Company.

2.27 Delay in the Vendor performance

If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely performance/configuration of Services as proposed and accepted by SBICAPS, the Vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Company shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

2.28 Vendor's obligations

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. The Vendor shall treat as confidential all data and information about SBICAPS, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Company as explained under 'Non-Disclosure Agreement' as prescribed by SBICAPS in **Annexure K**

2.29 Technical Documentation:

- i. The Vendor shall deliver the following documents to the Company:
User manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/ debugging/diagnostics documents, etc.

2.30 Liquidated damages:

- i. The liquidated damages is an estimate of the loss or damage that Owner may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc., of the solution by the bidder).

- ii. In such delay in performance or non-performance of any or all of the obligations, the bidder shall be liable to pay the owner a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which is specified in **Annexure D**. Without any prejudice to the Owner other rights under the law, the Owner shall recover the liquidated damages, if any, accruing to the Owner, as above, from any amount payable to the bidder either as per the purchase contract, executed between the parties.
- iii. Liquidated Damages is not applicable for reasons attributable to the Owner and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Owner and Force Majeure. The bidder shall submit the proof authenticated by the bidder and the Owner that the delay is attributed to the Owner and Force Majeure along with the bills requesting payment.

2.31 *Conflict of Interest:*

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a SBICAPS, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its

- Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the SBICAPS in the preparation of any documents, design or technical specifications of the Project

2.32 Fraud and corrupt practices

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Company shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Without prejudice to the rights of the Company under Clause 2.35 (i) hereinabove, if a Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Company during a period of 2 (two) years from the date if such Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Company who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Company, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of

- Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Company in relation to any matter concerning the Project;
- (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
 - (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process;
 - (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

2.33 Termination by default

The Company, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:

- a. If the Vendor fails to perform the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company; or If the vendor fails to perform any other obligation(s) under the contract; or
- b. Laxity in adherence to standards laid down by the Company; or
- c. Discrepancies/ deviations in the agreed processes and/or Software Solution; or
- d. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Company terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Company for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Company's data or any other relevant information to the Company in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Company.
- iv. During the transition, the Vendor shall also support the Company on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Company's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Company at its sole discretion may make alternate arrangement for getting the Services

contracted with another vendor. In such case, the Company shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Company, at no extra cost to the Company, for ensuring smooth switch over and continuity of services.

2.34 Force Majeure

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Vendor shall continue to perform its 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.

2.35 Termination for Insolvency:

The Company may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

2.36 Termination for Convenience:

The Company, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

2.37 Disputes / Arbitration (applicable in case of successful Bidder only):

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether

during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBICAPS or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

2.38 Governing Language:

The governing language shall be English.

2.39 Applicable Laws:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

2.40 Taxes and Duties:

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.
- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Company shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure- S** will be payable by the Company on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure- S** are replaced by the new legislation of Government, same shall be borne by the Company. The Company shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-S**. The bidder may modify the format in case of any missing milestone at necessary price which is required for this project to complete.

- d. The insurance shall be in an amount equal to 110 % of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by SBICAPS
- e. Should any loss or damage occur, the Bidder shall: -
 - initiate and pursue claim till settlement and
 - promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.
- f. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- g. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- h. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

2.41 Tax deduction at Source

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall effect, such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

2.42 Bid Currency

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

2.43 Tender Cancellation

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner.

2.44 Earnest Money Deposit (EMD)- Not Applicable for this RFP

- i. The EMD is required to protect SBICAPS against the risk of Bidder 's conduct, which would warrant the EMD 's forfeiture.
- ii. Bidder should deposit EMD of Rs. 1,00,000/- in the form of a demand draft issued by a scheduled commercial SBICAPS favouring SBI Capital Markets Ltd. payable at Mumbai.
- iii. SBICAPS will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme. However, bidder has to submit the copy of valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.
- iv. No interest will be payable on the EMD amount. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.
- v. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- vi. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- vii. in the case of a successful Bidder, if the Bidder fails; (i) to sign the Contract; or (ii) to furnish Performance SBICAPS Guarantee
- viii. The EMD shall be denominated in Indian Rupees and shall be in the form of a SBICAPS Guarantee as per **Annexure-E** and should be valid for a period of 6 months.

2.45 Existing contracts of SBI with OEMs and Empanelled Vendors

The Owner (and the parent company of the Owner) has contracts with many OEMs and Empanelled Vendors which could be involved in this project. The bidder must ensure to leverage all the existing contracts and quote for those products/ services accordingly.

2.46 Commercial Bid -

The bidder is required to submit their lowest commercial BID (**Annexure-S**). SBICAPS, however shall reserves the rights to conduct the Reverse Auction at its own discretion.

2.47 Delivery and Implementation

- i. Successful Bidder shall implement the solution withing 1 week from the date of Purchase Order.
- ii. SBICAPS also reserves the right to cancel the Purchase at its own discretion without assigning any reason to selected vendor. In the event of such cancellation, the Bidder is not entitled to any compensation.

2.48 Hardware and Software Requirements

- The Bidder shall precisely mention the Software and Hardware requirement in Technical Bid.

3 Roles & Responsibilities of Stakeholders

3.1 Responsibilities of SBICAPS

The role of the Owner in the successful implementation of project includes discharging the following responsibilities:

- i. Mobilize appropriate personnel from the Owner organization in the project team.
- ii. Facilitate the training programs when conducted in the Owner's premises by the bidder and other agencies to the extent of providing the venue for training, projection/viewing of training material.
- iii. In order to facilitate the smooth functioning and able administration of the initiative, the Owner shall on a reasonable effort basis, provide support for the infrastructure and material inputs required from the Owner (directly required under the project/initiative).
- iv. Owner will provide the following facilities to the successful bidder: Office seating space, Network connectivity, Internet, PCs for Project Team.
- v. For all types of technical support services/premium support/platinum support & SLA where involvement of OEM is required, there should be a back-to-back arrangement between the finally selected bidder & OEM.

3.2 Scope of Work (SOW)

The selected bidder shall complete the proof of concept for the proposed solutions for minimum 15-30 days. On successful demonstration and completion of used cases and findings, SBICAPS shall issue the Purchase Order to selected Bidder.

For BAS

- The solution should be proposed as a Services; however, the proposed software should have provision for on-premises deployment.
- With Proposed Cloud, the data should reside withing India territory.
- The service should be deployable in the following infrastructure setups: on-premises, private cloud, public cloud (Azure, AWS etc.) hybrid cloud.
- The simulation agent / sensor should be installed on limited/minimum number of endpoint/servers.
- The simulation agent / sensor should be compatible on Windows, Non-Windows, Enterprise Linux (All Flavors including but not limited to Ubuntu, RHEL, Cent OS), Apple's MAC OS etc.
- Simulation agent / sensor should be updated either from the device on which it is installed automatically or via manual updates if required
- Installed agent / sensor should have capabilities to execute simulation as local user and admin user privileges.
- Bidder shall provide the memory usage (RAM, Disk Space), network usage and other relevant KPIs of system where simulation agent has been deployed.
- Bidder shall provide architectural, network and data-flow diagrams and any other supportive artifacts for the deployment as when required by SBICAPS.
- The bidder must submit Standard Operating Process (SOP) documents related to installation and configuration of the Services.
- The proposed solution OEM should provide confirmation to SBICAPS about security audits, penetration testing, software code review is being conducted from OEM on proposed solution on a periodic basis and observations are being closed in timely manner. Audit and

core Review Summary Report may be shared with SBICAPS as and when required by SBICAPS.

- The Bidder shall include the present Threat Vectors such as EDR, SIEM, Firewalls, WAF, Public Facing Systems, Email gateway (Office 365), Proxy Servers, DLP, etc. The Bidder shall also include all future Security and IT Infrastructure Technology implementations (Attack Vectors) in the scope during the contract period without any additional cost.
- The Bidder should also cover the IT Assets & Applications deployed in Cloud such as Oracle Cloud Infrastructure.

Onsite Resource -

- The bidder shall supply onsite resource with 4-5 years' experience in managing Security Solutions such as Enterprise Firewall, Web Application Firewall, SIEM Solution, End Point Detection and Response etc.
- The bidder resource should be at least 2 years of experience in managing the proposed BAS tool.
- The Onsite Resource shall actively close all the Finding from BAS Tool and also co-ordinate with all SBICAPS Technology Partner as and when required.
- Service Window will be 10.00 am to 07.00 pm from Monday to Friday. The resource shall provide support outside of SBICAPS business hours and in weekly off in case of any emergency.
- The bidder shall provide trained onsite resource in the event of absence.

4 Payment Schedule

4.1 Payment milestones

Sl. No.	Milestone	Payment Terms
1.	Advance Payment	10% advance on selection of Bidder
2.	UAT	50% on Successful UAT
3.	Production	40% after Production
4.	Onsite Resource cost shall be paid on monthly in arrears basis during contracted period.	100%
5.	2 nd Year and 3 rd Year Payment towards Software and Service subscription cost	Half-yearly in advance

4.2 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. If there is any exception / deviation, same should be mentioned in **Annexure 1.9 Exception and Deviations**. An exception / deviation mentioned elsewhere will not be considered and such terms and conditions will be construed as complied as per the requirements specified in the RFP.

4.3 Termination of Services of Support

Owner reserves the right to terminate BIDDERS services with 60 (Sixty) days prior notice for non-performance, not meeting SLA etc.

SBICAPS reserves the rights to terminate the contract in case project is delayed for 4-8 weeks beyond the proposed timelines for any reason.

4.4 RFP Modification

- The Owner reserves the right to alter the requirements specified, evaluation criteria in the RFP for any reasons prior to the last date of submission of RFP. The Owner also reserves the right to delete one or more items from the list of items specified.
- The Owner may revise any part of the RFP, by providing a written addendum to all the short-listed bidders till the award of the contract. The Owner reserves the right to issue revisions to this RFP at any time before the award date.

4.5 Interest Liability

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.