



REQUEST FOR PROPOSAL

Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months

**State Bank Global IT Centre
Information Security Department
'A'- Wing, Ground Floor
Sector 11, CBD Belapur
Navi Mumbai 400614
INDIA**

Document	Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months
RFP No.	SBI/GITC/ISD/2023-24/ISO/24
Date	05.12.2023
Contact	Manisha (Chief Manager)

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No. Email address for sending any kind of correspondence regarding this RFP)	Name: Manisha Designation: Chief Manager Email ID: Manisha.raj@sbi.co.in Contact Address: 8929903012 mail copy to be marked to gsagrawal@sbi.co.in admin.isd@sbi.co.in manisha.raj@sbi.co.in gsagrawal@sbi.co.in
2	Last date for requesting clarification	All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail till 07.12.2023
3	Pre - bid Meeting at (venue)	Over Micosoft Teams on 11.12.2023 (Contact SBI,ISD for meeting invite)
4	Last date and time for Bid submission	12.00 PM on 27.12.2023
5	Address for submission of Bids (Online submission)	https://etender.sbi/SBI
6	Date and Time of opening of Technical Bids	01.00 P.M. on 27.12.2023 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
7	Opening of Indicative Price Bids	12.00 P.M. on 29.12.2023
8	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
9	Price Validity from the date of price discovery	180 days
10	Contact details of e-Procurement agency appointed for e-procurement	e-Procurement Technologies LTD – CMMI5 E-mail ID: nandan.v@eptl.in Landline No. : 079 6813 6820, 6850, 6857, 6848 Official Mobile No. : 9081000427 Ravi Sheladiya ravi.s@auctiontiger.net 07968136856

11	Tender Fee	Rs. 5,000/- Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance Mode: NEFT and RTGS only Tender fee will be non-refundable.
12	Earnest Money Deposit	Rs.1,50,000/- Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance Mode: NEFT and RTGS only Or Amount should be deposited in A/c No: 37608352111 IFSC: SBIN0011343 Branch OAD, GITC, Belapur Account Name: System Suspense Branch Parking A/C Mode: Intra-bank transfer (SBI to SBI only)
13	Bank Guarantee	10 % of the Project Cost (Performance Security in form of BG should be valid for six months from the effective date of the Contract. It may be extended depending upon the project requirement)

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1. INVITATION TO BID:

State Bank of India (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or ‘SBG’** hereinafter). This Request for Proposal (RFP) has been issued by the Bank **inviting Bids for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months**

Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

- i. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- ii. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- iii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **Services** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **Services** adhering to Bank’s requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.

- 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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. The Bank 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 Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.

- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- 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 L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/update of product or specified hardware and software.(Not applicable for this project)

4. SCOPE OF WORK:

As given in **Appendix-B** of this document.

5. OTHER TERMS AND CONDITIONS:

- i. The bid will contain all types of cost, whatsoever it may be, including the Cost of tools etc., and no separate cost on any account will be entertained by the Bank except outstation expenses, if required, subject to submission of the invoice accompanied by all documentary evidences and as per the limits as per the agreement between the Bank and ISSP.
- ii. A kick-off meeting between the Information Security Department and ISSP team will be held prior to actual commencement of the review so that the exact flow of the Bank’s IT Department, Applications, its architecture etc. may be understood by

the ISSP team. ISSP team will submit the complete set of their pre-requisites which will be signed by the Information Security Department and ISSP officials and put as a permanent record with the Bank (also to be made a part of the final report both for the initial and confirmatory review, submitted by the ISSP).

- iii. **Only those senior resources who are having extensive knowledge in the area should be deployed on the project. Any inexperienced and/or insufficient knowledge resource will not be allowed to work on the project.**
- iv. **Resource profile:** The team needs to be headed by an Expert with practical industry experience in conducting similar activity for organizations. The team leader will submit the daily tracker report after evaluation thereof.
- v. Any incomplete/ partially complete financial proposals could be rejected by SBI.
- vi. Proposals received after the due date and time will not be considered.
- vii. Notwithstanding anything contained hereinabove, the Bank is not bound to accept the lowest or any Bid that the Bank may receive. The Bank may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- viii. **Bid should not include any presumptions, disclaimer, or exclusion. Proposals are expected to contain only Scope of the work, Resource Profiles and Commercial.**
- ix. In addition to all above the final selected ISSP will also be bound by the existing Service Level Agreement (SLA) and NDA already signed with the Bank.
- x. The receipt of this mail may be sent to Manisha.raj@sbi.co.in and Mukesh.narain@sbi.co.in. In case of non-participation in reverse auction process, a confirmation mail in this regard is required to be sent on the same **e-mail IDs by 12.00 PM latest by 20.12.2023.**
- xi. In addition to all above, the final selected ISSP will also be bound by all the terms and conditions stipulated by the Bank in RFP No. SBI/GITC/ISD/2023-24/ISO/24, dated 05.12.2023 and agreement/SLA which will be executed between the Bank and bidder in pursuant to said RFP. The resources deployed also must sign the NDA as per Bank's IS Policy.

6. SELECTION PROCESS:

Evaluation of Price Bids and Finalization:

- i. If no bidder bids in the online reverse auction and if the L-1 indicative bid price is acceptable to the Bank, the Bank may accept the L-1 indicative bid price and select such bidder as L-1 bidder for the project. The bidder is bound by the price quoted by them. In case the L-1 indicative price is not acceptable to the Bank, the Bank reserves right to negotiate with the L-1 bidder. However, the discretion of the Bank is final.
- ii. In case of single bid received, the Bank reserves the right to negotiate with the bidder and award the contract.

- iii. All the bidders who submitted bids and found eligible by the Bank must participate in online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given below;

M/s E-Procurement Technologies Limited
B-705, Wall Street-II, Opp. Orient Club, Ellis Bridge, Near Gujarat College,
Ahmedabad-380006 Gujarat
E-mail ID: nandan.v@eptl.in
Landline No. : 079 6813 6820, 6850, 6857, 6848
Official Mobile No. : 9081000427

- SBI Reverse auction/E-tender domain <https://etender.sbi/SBI>

- iv. Bidder participating in the Reverse Auction should ensure that the terms and conditions of this document and the SLA between SBI and them has been read and understood correctly.
- v. **In case, the bidder does not provide resources and services after becoming L-1 bidder, which results into non-execution of the project, the vendor may be debarred from participation in future bids called by the Bank, as per the sole discretion of the Bank. In such cases, the Bank reserves the right to cancel the bid without any intimation to any of the participating bidders.**
- vi. Bidders who are willing to participate in the bidding process must have a valid digital signature certificate for participation in online reverse auction. Such Bidders will be trained by Bank's authorized service provider for the purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- vii. The L-1 Bidder will be selected based on price quoted in the Online Reverse Auction.
- viii. The successful bidder after receipt of Purchase Order needs to execute Addendum SLA with required stamp duty.

7. COST OF BID DOCUMENT:

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 Bank or any other costs incurred in connection with or relating to their Bid. The Bank 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.

8. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-D** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank'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 Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids 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.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

9. CONTENTS OF BID DOCUMENT:

- i. **The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.**

- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months in response to the **RFP No. SBI/GITC/ISD/2023-24/ISO/24 date 05.12.2023**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
- ii. Technical Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- iii. Detailed Audit Plan and Resource profile should be submitted along with the Technical Bid covering letter/Bid form.
- iv. Indicative Price Bid for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months in response to the **RFP No. SBI/GITC/ISD/2023-24/ISO/24 date 05.12.2023**, should contain only indicative Price Bid strictly on the lines of **Appendix-C**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- v. **Bidders may please note:**
 - (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to supply.

- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, submitted by the authorized representative of the Bidder.
- (e) It is mandatory for all the Bidders to have class-II/III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written in indelible ink and shall be submitted by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered. The person or persons signing the Bids shall initial all pages of the Bids.
- (l) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (m) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events.
- iii. In the event of the specified date for submission of Bids being declared a holiday

for the Bank, the Bids will be received up to the appointed time on the next working day.

- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- ii. A withdrawal notice may also be sent by the authorised representatives of the company through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- iii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iv. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.
- v. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank 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 or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will

remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids 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 indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and validity period is available, and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

Detailed technical evaluation will include, scrutiny of technical information submitted as per technical bid format (Annexure C, C1, C2, C3, C4 & C5), proposed services, reference calls and site visits, if required. The bidder may highlight the noteworthy / superior features of their services. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the services to support all the requirements at their cost in their lab / office / in any other organization where services are being provided.

The evaluation will also take into account:

- State of the art services offered by the bidder to any noticeable Bank in India. The bidder should furnish the details when requested.
- Capability of the proposed services to meet future requirements not outlined in the RFP
- Bidder support facilities

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attaining minimum technical score shall be qualified for commercial bid opening & evaluation.

Technical evaluation parameters

SL No.	Activities related to Information Security	Yes / No	Details required in Annexure as per C1 to C5
1	<p>Indian/Global BFSI 5 distinct clients' assignments handled in Information /Cyber / Data security (In Public Sector Bank (/ Private Sector Bank / Global Bank during the last five years (FY-2018-2023).</p> <p>Among these 5 distinct clients minimum 2 clients should be from Indian Public sector/Private Bank.</p> <p>Public Sector Bank / Private Sector Bank / Global Bank -The Banks should have more than 250 branches.</p> <p>Please Note: Supporting Documents-Purchase order/Work Order/Client Reference to be furnished.</p>	Yes / No	C1
2	<p>Details of various engagement/projects undertaken by the company in the BFSI industry for last 5 years. Provide details of minimum 3 engagement/projects in Data Flow Analysis during last five FYs (FY-2018-2023).</p> <p>(Supporting Documents-Purchase order/Work Order/Client Reference to be furnished).</p>	Yes / No	C2
3	<p>Yearly average turnover of the organisation for (Fy-2019-2022) should be minimum 20 crore or above.</p>	Yes / No	C3
4	<p>Bidder should have reported net profit in 2 years out of last three financial year (2019-20 and 2020-21 and 2021-22)</p>	Yes / No	C4
4	<p>Detailed to be provided on skilled data security resources currently available in India to be deployed in this project.</p> <p>Minimum 4 profiles of qualified resources should be provided during the submission of BID. Resources should be Data Flow Analysis specialised / trained resources.</p> <p>Certifications (Mandatory): CISSP / CISA / CISM / CIPT / CIPM. (Minimum: 1 certification required from above).</p> <p>Additional Certifications (Preferred): DCPD / DCPLA / DCSSE</p>	Yes / No	C5

	(Possession of any one of the above certifications will be added advantage).		
5	Credentials / certifications of CERT-In (Company)	Yes / No	C6
6	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.	Yes / No	C7
7	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.	Yes / No	C8

Technical Evaluation Excel sheet has also been shared along with this RFP for the information of the bidders. Bidders should fill in their credentials in the Technical evaluation sheet and share with the Bank as a part of technical bid. Bidders to note that, eligibility will be based on the credentials filled in by the bidders shall not be final and binding on the Bank. The Bank's decision on shortlisting of bidders as a part of technical evaluation thereof shall be final.

Bidders will be shortlisted on the basis of fulfilment of all the criteria as desired by the Bank based on technical evaluation.

Post engagement, the allocation / distribution of activities / assignments will be solely at the discretion of the Bank. The Bank will assign the services to the authorised person of the successful bidders who will manage the whole. The Bank reserves the right to accept the bids or opt for negotiation and offer the rates or cancel the entire RFP process.

Bidders will be shortlisted on the basis of fulfilment of all the criteria desired by the Bank based on technical evaluation and presentation (if required) at the discretion of the Bank.

Bidders found unqualified will not be considered for further evaluation/reverse auction.

However, Bank reserves right to evaluate periodically i.e. Monthly/ quarterly/ Yearly.

Bidders to provide required details as per Annexure C1 to C8 for Sl.No.1 to 8 above.

*****All the bidders are advised to submit the document in chronological order.**

The details of the documents has to be submitted in the above specified format along with the link specification where the necessary relevant documents are kept.

Signature and Seal of Company

Annexure C1

Assignments handled by the organization.

(Assignments handled of minimum 5 distinct clients under Information / Cyber / Data security domain (In Public Sector Bank / Private Sector Bank / Global Bank) during the last five years (FY-2018-2023).) Among these 5 distinct clients minimum 2 clients should be from Indian Public sector/Private Bank.

A1. Assignments:

<u>Sl No.</u>	<u>Assignments handled (Last 5 years)- FY 2018-2019,2019-2020,2020- 21,2021-22 and 2022-23</u>	<u>Name of the Client</u>	<u>Nature of work/Job allocated</u>	<u>Date of the Purchase order/work order</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please Note:

- Supporting documents for above should be Purchase / Work Orders, letters from clients on their letter head, contacts of clients etc.

Public Sector Bank / Private Sector Bank / Global Bank -The Banks should have more than 250 branches.

Signature

Seal of Company

Annexure C2

Engagement of organization in the Industry

Sl. No.	Name of the organization were engaged	Nature of work (Detailed Description)	Date of Purchase order (2018-23)	Supporting documents (Enclosed /Not Enclosed)
1				
2				
3				
4				
5				

Please Note:

- Supporting documents for above should be Purchase / Work Orders, letters from clients on their letter head, contacts of clients etc.

Signature

Seal of Company

Annexure C3

Turnover of organization

For the period April 2019 to March 2022

<u>Sl No.</u>	<u>Turnover Details (Last 3 years)</u>	<u>Amt in Crores</u>
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	

Please Note:

- Audited balance sheet of the Organization

RFP for inviting bids for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months



Annexure C4

Turnover of organization

For the period April 2019 to March 2022

<u>Sl No.</u>	<u>Turnover Details (Last 3 years)</u>	<u>Amt in Crores</u>
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	

Please Note:

- Audited balance sheet of the Organization

Annexure C5

Skilled Information security resources currently available (Full time)

Sl No.	Name of resource	Academic Qualification of the resource	Professional Qualification of the resource	Categorization as defined in the RFP
1				
2				
3				
4				

Signature

Seal of Company

RFP for inviting bids for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months



Annexure C6

CERT- In Certification

SI No.	CERT-In Certification	Date of Issuance	Enclosed (Yes/No)
1			

Signature

Seal of Company

Please Note:

- Supporting documents for above should be nominations/certifications/documents etc.

Annexure C7

Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.

Please Note:

Self Certification

Signature

Seal of Company

RFP for inviting bids for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months



Annexure C8

The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India..

Please Note:

Supporting Officially valid documents such as Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/Partnership Deed/OVD.

Signature

Seal of Company

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The document containing the indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 based on net total of the price evaluation as quoted in the Reverse Auction.
- v. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

Or

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the

contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.

(c) In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder.

“Class-II local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

“Non-local supplier” means a supplier or service provider whose product or service offered for procurement has ‘local content’ less than that prescribed for ‘Class-II local supplier’ under this RFP.

“Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

“Margin of purchase preference” means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. **Verification of local content** >

The 'Class-I local supplier' / 'Class-II local supplier' at the time of submission of bid shall be required to provide self-certification as per **Appendix-H** that the product or service offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be and shall give details of location(s) at which the local value addition is made.

Or

The 'Class-I local supplier' / 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-H** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be.

- iii. Total cost of Services along with cost of all items specified in **Appendix-C** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of

award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

- ix. The Bank 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.
- x. 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 and forfeiture of the EMD and/or BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. 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 Bank. The Bank 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 Bank thereof in writing with reasons for holding such opinion and Bank 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 Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price.
- ii. In any case in which the successful Bidder has received instructions from the Bank 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 to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

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

23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank 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 as specified in Award Criteria and Award of Contract, 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 Bank's action.

24. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

25. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their

outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by 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.).

26. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

27. VALIDITY OF AGREEMENT:

The Agreement will be valid as per terms and conditions stipulated by the bank in the RFP. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

28. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 27 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right.
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 27(iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

29. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement Service Level Agreement with Bank.

30. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.

- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages and/or termination of Contract (as laid down elsewhere in this RFP document).

31. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider 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. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, 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 Bank as explained under 'Non-Disclosure Agreement' with Bank.

32. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have

right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 31 (iv) and 31 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable

copyright laws.

- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.
- viii. All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

33. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

34. CONFLICT OF INTEREST:

- i. 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. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. 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 bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) 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 Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

35. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- 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 Bank shall reject Bid 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. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) “**Corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment/Banning

Empanelment/Participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable) or RFP;
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, if any wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 39(i) hereinabove, if a Bidder is found by the Bank 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 Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for as per RFP scope of work.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is engaged.
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

36. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
 - (c) Violations of any terms and conditions stipulated in the RFP.
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 35 (i) (a) to 35(i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank 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 Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of 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 Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement 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 Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

37. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

38. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider 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 Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

39. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

40. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) 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 the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 an arbitration panel; 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. 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.

41. GOVERNING LANGUAGE:

The governing language shall be English.

42. APPLICABLE LAW:

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.

43. TAXES AND DUTIES:

- i. Service Provider 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 Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- C**).
- iii. 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 Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-C** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-C** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank 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 **Appendix-C**
- iv. Prices payable to Service Provider 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.
- v. 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.
- vi. 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 Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

44. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time

being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

45. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

RFP for inviting bids for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months



Part-II

Appendix-A

BID FORM

[On Company's letter head]
(To be included in Bid Document)

Date: _____

To:
Deputy General Manager (ISO)
State Bank of India
Information Security Department,
State Bank Global IT Centre,
Ground Floor, A Wing, Sector 11,
CBD Belapur, Navi Mumbai-400614

Dear Sir/Madam,

RFP for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

- i. While submitting this Bid, we certify that:
- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
 - Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement with Bank and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, have been registered with competent authority. We certify that we fulfill all the requirements in this regard and are eligible to participate in this RFP.
- xvi. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvii. We furnish hereunder the details of the authorized person who would participate in the reverse auction process:

Name of the authorized person:

Phone/Mobile No.

E-mail ID:

- xviii. We hereby certify that on the date of submission of Bid for this RFP, we **do not have any past/ present litigation which adversely affect our participation in this RFP** or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments
- xix. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order
- xx. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP and agreement executed between the Bank and our company/firm in pursuant to said RFP”.
- xxi. We shall use licensed tools for security review.
- xxii. The licensed tool used will be duly updated with its latest patches.
- xxiii. There will not be any vulnerability in these tools.
- xxiv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Seal of the company.

Appendix-B

Scope of Work and Payment Schedule

Scope of work & Job description

Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months

Details of scope are as per **Appendix-E**.

- A. Delivery Schedule:** The interim progress reports required to be submitted every week along with the artifacts collected/prepared during the week.
- B.** All the payments shall be made by the Bank to the Selected Bidder except as otherwise provided in the bid after deducting all taxes including TDS, as per laid down provisions from time to time. All the payment shall be in Indian Rupees. The detailed payment terms are given below: -

S.No.	Description	Terms of Payment
1	On successful completion of first three months	50%
2	On successful completion of project and handing over of all the deliverables	50%

The resources engaged as per the RFP is for six months considering 24 working days in a month.

Appendix-C

Indicative Commercial Bid Format

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

Sl. No.	Project Details	Total Project Cost
1	Indicative Commercial Bid for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months	
	Total	

(Amount quoted in INR exclusive of GST/CGST)

Dated this day of 2023

(Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Seal of the company.

RFP for inviting bids for Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months



Appendix-D

Pre-Bid Query Format
(To be provide strictly in Excel format)

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Appendix-E

SCOPE OF WORK & JOB DESCRIPTION

Engagement of Competent resources experienced in Areas of Cyber Security / Information / Data Security for various activities relating to Data protection which includes data flow analysis of various application and business processes for a period of six months.

Salient features:

1. No. of resources required – 2 resources will be used for the engagement. Resources engaged needs to meet our specified educational qualification and years of experience. The resources already engaged with other projects may not be preferred to be engaged with the task under this project.
2. Total period of engagement – 6 months (from the date of Purchase order).
3. Period of engagement & Leaves – The period of engagement will be for continuous period (6 months). However, if there is a break from resource side, ISSP must provide for suitable alternate resource and proper knowledge transfer to be ensured between the two (outgoing & incoming) resources before allowing the existing resource to leave the site. No un-planned leave or sick leave will be considered without availability of alternate resource and no man-days will be counted for any of the resources in case of failure to allot alternate resource. Utilization of resources will be for 6 months from the period of engagement.
4. **The Educational, professional qualifications and number years of experience: -**

Categorization of Resource	Number of resources	Educational Qualification	Professional Qualification	Years of Experience
L-2	2	B.Sc. in Computer Science / B. Com (or) M.E / MTech / B. E / B. Tech in Computer Science / Information Technology / Computer Applications / Cyber Engineering / Cyber Security	CISSP / CISA / CISM / CIPT / CIPM / DCP / DCPLA / DCSSE	3-5 years

5. **Detailed requirement of the specialization specific resources L-2 resources (2 resource):**

Activities performed by resources /Specialization of the resource	Number of resources
Data Flow Analysis	2

6. The selected ISSP must submit the Profile, KYC, Police verification, educational qualification and experience of the resources going to be deputed for the assignment to the department. The Information Security Department (ISD) discretion is final in accepting the resources for the project.
7. The ISSP resources deployed to perform the Data Flow Analysis must perform comprehensive analysis of the business/IT process and submit the DFA document, Risk Register and DFD diagram at the end of the exercise.
8. The resources deployed for the purpose must sign the non-disclosure agreement as per the IS Policy of the Bank, wherever required.
9. The resources are expected to report to ISD immediately on engagement. Bank will intimate requirement of resource if any for any specific project at least 2 days in advance.
10. Selected ISSP shall deploy the resources to start the activity at our mail/telephonic confirmation that they have been selected to take-up the job pending formal purchase order on 2 days' notice.
11. The resource should be capable of reviewing Bank's applications and post DFA exercise suggesting methods/process for improvement.
12. The Security review will be carried out from Bank's GITC, Belapur office and for outstation Application review (outside Mumbai), the out-of-pocket expenses and economy air fare will be reimbursed as per the Service Level Agreement to be signed with the ISSPs. The resource may have to travel to various offices within Mumbai/Navi Mumbai area for DFA exercise.
13. The activities to be carried out under the said engagement are inclusive but not limited to following:
 - a. Data Flow Analysis.
14. The assessment should cover both business and technical risks The assessment report should contain a detailed threat list of the application. The threat list should contain the possible risks to the application both from a business and technical aspect.
15. The work of said resource will be assessed by ISSP's senior onsite team, before releasing it to the Bank's team.
16. Draft report needs to be submitted within one working day from the completion of each review and final report after ISSP internal review need to be submitted by the Project management coordinator within 1 working days of the draft report.
17. A daily status of the work in progress/ completed and constraints faced if any must be submitted to the Bank by the ISSP in the form of a tracker (format provided by bank).
18. A formal communication protocol will be established between ISSP and SBI as per the following schedule for the activity status update:
 - a. Weekly Status update Report: To provide an update on the activities performed and any interim observations.
 - b. Monthly status update report: To provide a monthly update on activities performed.



- c. As needed/ via email or in person: To communicate roadblocks and potential high-risk items.
19. The DFA document, Risk Register and DFD should be provided in soft copy format. The complete report should contain the following information also: -
 - a. Date of report.
 - b. Exact period of conduct of the review.
 - c. Name and designation of the officials from Application Owner department with whom the findings had been discussed and finalized.
 - d. The format of report will be provided by bank.
 20. Resources need to work on all working Saturday if Bank has working day.
 21. In Case of emergency resource may have to work on Sundays and holidays.
 22. ISSP must arrange the required tools/mobiles/laptop at their cost for review purposes. The respective tools/mobiles/laptop would be hardened as per process. These mobiles/laptops will be formatted/ factory reset once the engagement is over. All data should be handed over formally with documentation to SBI team on completion or termination of the engagement.
 23. Invoice on quarterly basis can be raised along with the proper submission of the status reports. It must be ensured by the bidder that the respective 2 resources have to be engaged during the full tenure of bill claimed. The Bill will only be paid for the actual services provided.
 24. Final payment will be released only after receipt of the final complete report on 100% deployment of the resource for the specified period.
 25. The profile of all L-2 resources to be submitted immediately for scrutiny just after being the selected bidder.
 26. The ISSPs desirous of submitting their quotes, must accept all the terms and conditions as above. No exceptions are accepted in the bid. In case of bids submitted with any exceptions, the bid will be rejected.
 27. The ISSP mandated to conduct DFA is expected to conduct comprehensive techno-operational-functional-process-security review of systems under the scope of work and the report submitted by them must be comprehensive, factual and evidence based.
 28. Any Other job as defined by ISD from time to time.

Key Deliverable(s) for the Engagement:

SI#	Key Activities	Sub Activity

1	Identify the details of data entry and exit points	<ol style="list-style-type: none"> 1. Understanding the various data entry, creation, storage, usage/processing, sharing, retention/archival, destruction and exit points in the office/department/branch. 2. Analyzing the various process through which the data reaches the department/branch for e.g., via physical transfer of documents/forms, receiving data/forms via emails or any applications or through CBS etc. 3. Understanding the critical business and IT processes wherein sensitive personal data of customers are handled 4. Reviewing all the involved process and analyzing the risks associated with the security of data in transit, use and at rest
2	Identify the details of data storage in the department/branch	<ol style="list-style-type: none"> 1. Understanding the various endpoints and mechanism used to store the received and processed data for e.g., Data stored in local systems, data stored on file servers like SFTPs, SFGs or any share folders or share points 2. Reviewing the mechanism in use for storing of data and the type of data stored through the same 3. Details and review of all the risks associated with the stored data in the department/branch
3	Identify the details of all the processing done on the received data	<ol style="list-style-type: none"> 1. Understanding the purpose and business requirement of the branch/department and analyzing all the processes/transformation done on the data 2. Details of the tools/software/applications involved in processing of the data 3. Details of the final output of the data processing stage and whether the data generated, is stored in the tool or local system or is it shared with others
4	Identify the details of the format in which data is sourced from, generated, processed, and shared with others	<ol style="list-style-type: none"> 1. Understanding the various file types and file formats in which data is received. Generated, processed, or shared for e.g., Physical forms, digital documents/files, file/reports in pdf, excel, csv or any other formats 2. Understanding and analyzing the process involved in transformation of data from one file type/format to the other
5	Identify and understand the access rights/permissions towards the data	<ol style="list-style-type: none"> 1. Understanding the data types and the list of files/documents or data containing sensitive/PII information 2. Details of the stakeholders having access to the data/reports/documents/information 3. How is accessed to the data made available for e.g., Via AD-ID login to access data on local systems, biometric access to data available on CBS, authentication-based access to secure lockers containing physical data/forms, password-based access to files on the system 4. Can Information Rights Management policy be applied on the files containing sensitive/ PII data

6	Identify the details of any data upload and download functionality	<ol style="list-style-type: none"> 1. Understanding the tools/software/applications involved in the entire process for handling of data 2. Analyzing if the involved tools/software/applications have an upload and download functionality 3. Reviewing the process involved in uploading of data in the tool/application 4. Reviewing the types of download functionalities available in the tool/software/application for e.g., single, or bulk download and analyzing how the data is downloaded and stored in the system and whether it is accessible to everyone and with any password protection or not
7	Identify the details of any manual/printed/scanned data	<ol style="list-style-type: none"> 1. Details of any sensitive or PII data that is printed or scanned on physical papers 2. Analyzing the business requirements of the branch/department to generate and print such data 3. Details of the mechanism in use for storage and sharing of such data 4. Details of the access rights towards such data 5. Details of the mechanism in use for discarding the data once the requirement has been met
8	Identify the details of stakeholders with whom the data is shared or forwarded	<ol style="list-style-type: none"> 1. Understanding the needs and requirements of the department/branch to share the data with internal and external stakeholders 2. Details of all the stakeholders with whom data is shared 3. List of all the data and file types (sensitive/PII data) which is shared with other stakeholders 4. Analyzing the mechanism/channels used for sharing of data for e.g., Emails, SFGs, SFTPs, any software/applications, physical transfer etc. and analyzing the risk associated with the same
9	Understand the encryption and password mechanism applied on the data in transit, in use and at rest	<ol style="list-style-type: none"> 1. Reviewing whether the sensitive data/files are encrypted in transit, in use and at rest 2. Understanding the various mechanisms used for encryption and decryption of data/files 3. Assessing whether the data/files/documents downloaded or stored or shared with stakeholders are in password protected format or not 4. Reviewing the access rights/permissions to such sensitive data/files
10	Identify the share folders, FTPs, SFTPs, SFGs, share points, cloud storage used for sharing of data	<ol style="list-style-type: none"> 1. Understanding the different mechanism used for storing and sharing of data/files with internal and external stakeholders for e.g., SFTPs, SFGs, share folders, share points etc. 2. Details of all the SFTPs, SFGs, share folders, share points, cloud storage in use and list of data/files uploaded or shared via the same.
11	Identify the details of the retention policy and period of the data	<ol style="list-style-type: none"> 1. Details of the data that is downloaded in the system or stored in the branch/department 2. Understanding the retention policy and period of the sensitive data/files 3. Details of what happens to the data once the retention period has expired

12	Identify the details of any mobile access or social media access on the local system	<ol style="list-style-type: none"> 1. Assessing the various mobile and social media access that the officials handling the data have for e.g., Mail access on mobile phones or One-Drive access on systems and mobile phones 2. Reviewing the SBI hardened desktops on sample basis to assess the security configurations on the system and analyzing the social media access through the systems
13	Identify all the digital files received, generated, and shared in the entire process	<ol style="list-style-type: none"> 1. Details and names of all the files received and shared by the department/branch so that the same can be fingerprinted in bank's DLP solution for monitoring purpose.
14	Preparation of Dataflow Analysis document/report	<ol style="list-style-type: none"> 1. The document should cover/capture all the processes followed in the respective department. 2. The document should capture all the journeys related to handling of data (sensitive data) in the department like: <ol style="list-style-type: none"> a. Data ingress and egress points b. Data handling, storage and sharing mechanism. c. Data access rights/privileges. d. Types of data files and formats (for fingerprinting in DLP). e. Classification of the identified data as per the bank's policy. f. Security of data in transit, in use and at rest. g. List of all the data sharing platforms like SFGs, SFTPs, SharePoint, Emails etc. h. The document should also capture the key data that needs to be protected by various technologies like DLP, IRM etc.
15	Preparation of Risk register document/report	<ol style="list-style-type: none"> 1. The document should highlight all the risks associated with the data handling process in the department 2. The document should cover all the sensitive data that may pose any risk and the relevant recommendations to safeguard the data
16	Preparation of Dataflow diagram	<ol style="list-style-type: none"> 1. The document should represent the flow of the data in the department 2. The data flow diagram should be created for all the processes captured in the walkthrough of the respective department 2. The data flow diagram should highlight the data ingress and egress points, the data storage mechanisms, data access and data sharing mechanisms

All the payments shall be made by the Bank to the Selected Bidder except as otherwise provided in the bid after deducting all taxes including TDS, as per laid down provisions from time to time. All the payment shall be in Indian Rupees.

*****All the Bidders must share the resource profile along with contact details for evaluation of the quality/Job Knowledge of the resources

JOB DESCRIPTION OF THE RESOURCES

Data Security Project – Hiring of 2 additional resources

A. Basic Qualification

B.Sc. in Computer Science / B. Com

(or)

M.E / MTech /B. E / B. Tech in Computer Science / Information Technology / Computer Applications

/Cyber Engineering / Cyber Security

Additional Qualification (Any one compulsorily required)

CISSP/CISA/CISM/CIPT/CIPM/DCPP/DCPLA/DCSSE

Note: The professional certification should be valid as on date and not expired.

B. Work Experience

Mandatory

Minimum 3 years' work experience post basic qualification as on 17.10.2023 in IT Development / IT

Operations / Cyber Security / IT Risk Assessment.

Also,

1. Working Experience in the areas of Data Flow Analysis of Banking related IT systems and Data Security Risk Assessment.
2. Should have working knowledge of and be able to work in areas of data flow, process flow etc.
3. Should have working knowledge of Data security End-to-end life cycle.

Preferred

1. Working experience in Risk Assessment.
2. Knowledge of Data Security Tools and Technologies like Encryption, Access Control, IDS/IPS, SIEM/DAM, Firewalls, DLP, IRM/EDRM, Endpoint security, Email Security etc.
3. Knowledge of Data Privacy Laws and regulations globally.
4. Knowledge of Big Data Security, Data Lake etc

Appendix-F

BANK GUARANTEE FORMAT **(TO BE STAMPED AS AN AGREEMENT)**

1. THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 201 by _____ (Name of the Bank) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at _____ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI:xx:xx** dated **dd/mm/yyyy**.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated _____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and

- conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
 - iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
 - iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
 - v. This Guarantee shall be a continuing guarantee during its validity period.
 - vi. This Guarantee shall remain in full force and effect for a period of __ year(s) _____ month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
 - vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs _____/-
(Rs. _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of bank.

Authorised official

Appendix-G

FORMAT FOR EMD BANK GUARANTEE

To:

**EMD BANK GUARANTEE FOR
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE
RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide _____(name of Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. _____/-(Rupees _____ only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____/-(Rupees _____ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. _____/-(Rupees _____ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/-(Rupees _____ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/-(Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by

us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before ____ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:



- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupeesonly)
- (b) This Bank Guarantee shall be valid upto
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of

Authorized official of the bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

Appendix-H

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ **Dated:** _____

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

OEM

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

OR

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ **Dated:** _____

This is to certify that proposed _____ < details of services > is having the local content of _____ % as defined in the above mentioned RFP.

1. The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official

Name:

Company seal:

Appendix-I

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name & Signature of authorised signatory

Seal of Company

Appendix-J

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at _____ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

_____ a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at _____ (hereinafter referred to as “_____” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) “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.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub

Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- i. the statutory auditors of the either party and
- ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job

- iii. Termination of contract

- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No

waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) 20__ at _____ (place)



For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

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