

PART 1: INVITATION TO BID

SBI-SG Global Securities Services Private Limited (hereinafter referred to as Company) is having its Corporate Office at Santacruz (West), Mumbai. To appoint Network Consultant for maintaining its Network and Infrastructure present at Santacruz (West) head office, CTRLS datacenters in Mhape (Primary) , CTRLS datacenters in Hyderabad (DR datacenter) the Company proposes to invite tenders from established organizations (hereinafter referred to as “Bidder”) assists in network consulting services as per details listed out in this document.

The Bidding Document may be obtained from the Company as under or downloaded from Company’s Website ‘www.sbisgcs.com’ and the bid should be submitted to the office of:

The Chief Financial Officer,

SBI-SG Global Securities Services Private Limited

Jeewan Sewa Annexe (LIC) building,

Opp. Santacruz Bus depo,

S.V. Road, Santacruz (West),

Mumbai - 400 054

Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal. The Company reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders. The information provided by the bidders in response to this RFP document will become the property of SBISG and will not be returned. SBISG reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

SCHEDULE OF EVENTS & DETAILS

S.N.	Event Description	Dates
1	Date of commencement of Bidding Process (Publication of Tender)	22-Mar-2024
2	Last date and time for receipt of written queries for clarification from bidders.	26-Mar-2024 06:30 pm
3	Pre-Bid Meeting	27-Mar-2024 03:30 PM
4	Last Date and Time for Bid Submission	28-Mar-2024 6:30 PM
5	Date of Technical Bid Opening	01-Apr-2024 4:30 PM
6	Date of Opening of Commercial bids	01-Apr-2024 5:00 PM

PART – 2 DISCLAIMERS

1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of SBI-SG Global Securities Services Private Limited (Company), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their 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 in this RFP and where necessary obtain independent advice / clarifications. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed duly by authorized officers of the Company with the selected Bidder.
3. The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. The Company 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.
4. The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

PART-3: Instructions for Bidders

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2	Eligibility Criteria	2	Deadline for submission of bids
3	Cost of Bidding.	3	Late bids
	B. Bidding Documents	4	Modification & Withdrawal of bids
1	Documents constituting the Bid		E. Bid Opening and Evaluation
2	Clarification of Bidding Documents	1	Opening of Technical Bids by the Company
	C. Preparation of Bids	2	Preliminary Evaluation
1	Language of Bid	3	Technical Evaluation of Bids
2	Documents comprising the Bid	4	Evaluation of Price Bids & Finalization
3	Bid Form	5	Contacting the Company
4	Bid Prices	6	Award Criteria
5	Delayed Schedule & Penalty for delayed deliveries	7	Company's right to accept any bid and to reject any or all bids
6	Documentary evidence establishing Bidder's eligibility and qualifications	8	Notification of Award
7	Documentary evidence establishing eligibility of products & conformity to Bid documents	9	Performance Guarantee
8	Period of Validity of Bids	10	Signing of Contract
9	Format & Signing of Bid	11	Miscellaneous

A. INTRODUCTION

1. Broad Scope of Work:

SBI-SG wants to engage with a strategic services partner for the following services –

1. Consultancy services for various upcoming network and security requirements.
2. Assess and Optimize its existing network and security infrastructure.
3. Design and Implementation service for defined projects over the course of the engagement.
4. Support for network and security hardware equipment deployed at SBI-SG.
5. Expert assistance in Cyber Security initiatives.
6. Day to Day Support in case of Production Issues. (Onsite/Offsite).

SERVICE DESCRIPTION

Annual program covering both proactive and reactive approaches to evaluate SBI-SG's network health, protect its mission-critical investments, and prepare the network for future demands –

1.1. Proactive Support

1.1.1. Assessment Services

Ongoing network assessment shall consist of the following activities to help SBI-SG assess its current state wrt. network and security infrastructure and plan a roadmap to provision a setup that can support current and future business needs.

Discovery - Conduct network discovery to identify and record network infrastructure components to identify problems and opportunities in SBI-SG's network and confirm its ability to support current and future business requirements. The data gathered during this phase shall provide valuable insights to key aspects viz. –

- Map the L1, L2 and L3 topology of the network.
- Catalogue various network components.
- Lifecycle stage of the existing networking components
- Level of redundancy, scalability available in the network
- Identify critical issues.

User Interviews - Conduct user interviews to gather information on the size and complexity of the network, as well as the views related to performance measurement and support philosophy, business applications in use, as well as the organization's strategy related to consolidation, virtualization, mobility, new business applications and a number of other areas that affect network performance.

Architecture Review - Perform analysis and documentation of SBI-SG's environment: physical layout, connected devices and logical topology data flows of the network (Layers 1-3). The report shall provide a summary of findings and identify any issues with existing architecture with respect to availability, security, management and monitoring.

Review of existing environment shall cover current LAN/WAN network (IP Addressing & Subnetting, diagrams, architectural designs, procedures, etc.), physical inspection of equipment, baseline the existing network architecture.

Perform a deep-dive discovery and audit of all connected network and security devices and software in the network regardless of vendor and provide an inventory of devices such as routers, switches, APs, Firewalls, IDS, etc. which are connected to the network.

Software Recommendation - Provide software recommendations once a year for various network and security devices considering feature requirements, software stability and age.

Configuration Review - Examine SBI-SGs device configurations (per device) and compare them to industry best practice recommendations. The focus of the best practices is typically within the following areas:

- Technology and Software features
- Routing or routed protocols
- Device security management
- Device network management

Firewall Rule Base Review - Review existing firewall documentation, and establish an understanding of the overall network topology, security architecture and key business applications transiting the firewall. Review the firewall rule base and help SBI-SG optimize the same to ensure that the rule base is compliance with the company's security policy.

Deliverable

- a. Detailed Network Assessment report with observations and recommendations
 - Network Topology and IP Addressing scheme.
 - Network Inventory with device make, model, SN, IP address, Lifecycle State, etc.
 - Assessment Findings, Conclusion and Recommendations
 - Detailed Network Diagrams – Current & Proposed
 - Firewall rule base review findings and recommendations.
 - Diagrams covering application components and traffic flows.
- b. Implementation Plan
- c. On-site support for planned roll-out

1.1.2. Advisory Services

Advisory services help clients assess different technology strategies and align their technology strategies with their business or process strategies. These services support customers' IT initiatives by providing strategic, architectural, operational and implementation planning. Strategic planning helps clients assess their IT needs and formulate system implementation plans. Architecture planning combines strategic plans and knowledge of emerging technologies to create the logical design of the system and the supporting infrastructure to meet organizations requirements.

- Review of Existing DLP Setup
 - Understand and document organisations requirements for protecting sensitive information.
 - Determine and document security risk and existing gaps.
 - Review existing controls / policies for preventing data leakage.
 - Determine and propose a risk remediation plan.
- Assistance during migration of Managed SOC services
 - Assist SBISG team in evaluating new Managed SOC service provider.
 - Assist SBISG team in setting up the data sources, defining SoC use cases, etc. while migrating Managed SOC service to new service provider.

- Migration of UAT Setup to Cloud
 - o Assist SBISG team in designing Cloud setup.
 - o Work with SBISG team in setting up Cloud infrastructure.
 - o Propose necessary cloud security controls.
 - o Support during migration.

1.1.3. Plan, Design and Implementation Service

SBI-SG plans to provision new solutions for enhanced user mobility, security and ease of operations. The partner should provide expert assistance for planning, designing and implementing optimum solution for the following planned initiatives –

- Design Changes
 - o Secure Campus Network Design and Implementation at Existing / New Office Premises
- Security Enhancements
 - o Network Access Control
 - o Identity Based Firewall Access
- Monitoring and Management Enhancements
 - o Review Existing Monitoring Setup
 - o Suggest monitoring enhancements based on review findings
 - o Log Management
 - o Bandwidth Monitoring
- Infrastructure Services (DNS, DHCP, etc.)

Deliverable

- a. Design Document for planned initiatives
- b. Governance and Implementation support

1.1.4. Process Review and Operations Enhancements

The partner should review and recommend improvements in current operational activities to improve overall efficiency -

- Checklists
- Contingency drills
- Reporting
- Log review
- Task Automation

Deliverable

- a. Suggestions for optimizing operational tasks, automate tasks, etc.

1.1.5. Device Hardening

The partner should review existing device hardening documents for various network devices and suggest changes as per existing security best practices. The partner should also review device configuration to ensure compliance with the hardening best practices.

Deliverable

- a. Security configuration document for different OEMs.
- b. Device hardening as per documentation.

1.1.6. Remote / On-site change management support

The partner should arrange remote / onsite support for scheduled / unscheduled activities on normal working days, weekends and public holidays. The partner shall be responsible for

understanding changes planned by SBISG team, Impact assessment and provide infrastructure change plan and implementation support.

1.2. Reactive Support

The partner shall be responsible for providing reactive support for network and security devices deployed at SBI-SG.

As part of the reactive support, the partner shall provide –

- Remote / On-site support to in-house SBI-SG team for faster incident/problem resolution.
- Co-ordination with other SIs / OEMs.
- Response time

Sr. No.	Severity	Response Time
1.	Severity 1 (e.g. Network completely down)	15 Minutes (7:00 AM to 12:30 AM – Monday to Saturday)
2.	Severity 2 (e.g. Services partially impacted and working on redundant setup)	45 Minutes (7:00 AM to 12:30 AM – Monday to Saturday)
3.	Severity 3 (e.g. Query, General Support)	2 Hours (During Normal Business Hours) 6 Hours (Post Normal Business Hours)

1.3. Scope

In-Scope

- Multi-vendor network and security devices (Routers, Switches, Wireless Infrastructure, Firewalls at Santacruz, Mahape DC and Hyderabad DR)
- Co-ordination with existing support vendor / OEM for devices currently under valid support contract.

Out-of-Scope

- PCs, Laptops, Desktops, Servers, OS, Applications, Databases, etc.
- Provisioning of hardware and/or software required for proposed network architecture / monitoring setup / other tools.

2. Eligibility Criteria:

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

S.N.	Eligibility Criteria	Documents to be submitted
1	The bidder must be an Indian Firm / Company / Organization registered under Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office

S.N.	Eligibility Criteria	Documents to be submitted
2	The bidder should have: a. Office(s) in Mumbai / Thane / New Mumbai b. Having engaged minimum 20 specialized staff.	a. Registered office address and official URL. b. Declaration by the OEM on letter head.
3	The bidder must have average turnover of minimum Rs.15 Crores during any three of last four financial years.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years
4	The Bidder should be profitable organization (based on Operating Profit) for at least 3 out of last 5 financial years.	Copy of the audited balance sheet and / or Certificate of the Chartered Accountant
5	Bidder should have experience of minimum 3 years in providing similar kind of consulting services.	Copy of the purchase order and / or certificate of completion of work by the customer
6	Client references for the services offered and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects/products in the past (Start and End Date of the Project to be mentioned. Mention the latest projects / client references first)	1. 2. 3.
7	Support Infrastructure	Document on support infrastructure to be provided

3. Cost of Bidding:

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

1. Documents constituting the Bid

- The Bidding Documents include:
 - PART 1 - Invitation to Bid (ITB)
 - PART 2 - Disclaimer
 - PART 3 - Instruction for Bidders (IFB)
 - PART 4 - Terms and Conditions of Contract (TCC)
 - PART 5 – Bid Forms
- The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2. Clarification / Amendment of Bidding Document

- a. A bidder requiring any clarification of the Bidding Document may notify the Company in writing by e-mail indicated in Schedule of Dates on or before (time) on (date) indicated therein.
- b. A pre-bid meeting is scheduled as per the details mentioned.
- c. Text of queries raised (without identifying source of query) and response of the Company together with amendment to the bidding document, if any will be sent to the email ids shared by the participating bidders in the pre-bid meeting or from the bidder who has submitted pre-bid queries.
- d. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be informed to all the Bidders.
- e. All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Company will not take responsibility for any omissions by bidder.
- f. At any time prior to the deadline for submission of Bids, the Company, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- g. To enable bidders' reasonable time in which to take amendments into account in preparing the bids, the Company, at its discretion, may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

1. Language of Bid

- The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.

2. Documents Comprising the Bid

- a. Documents comprising the Technical Proposal Envelope should contain following documents completed in accordance with the clauses in the bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder.
 - i. Bid Form as per Annexure-5.2.1
- b. While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers should form the main section and should be submitted in one lot, separate from the section containing literature.
- c. Any Technical Proposal **not containing** the above will be rejected.
- d. The Technical Proposal should **NOT** contain any price information. Such proposal, if received, will be rejected.
- e. The **Price Bid Envelope** should contain a single sheet as per Annexure-5.2.2 on the Bidder's letter head wherein the "**All Inclusive Price**" with the breakup of all applicable taxes under the signature and seal of the Bidder. The Price Bid must include all the components mentioned in Annexure-5.2.2.

3. Bid Form

- The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Company. Bids are liable to be rejected if only one (i.e., Technical Bid or Price Bid) is received.

4. Bid Prices

- a. Prices are to be quoted in **Indian Rupees** only.
- b. Prices quoted should be inclusive of all cost of incidental services such as transportation, insurance etc. but exclusive of all applicable taxes.
- c. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5. Documentary Evidence Establishing Bidder's Eligibility and Qualifications

- The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Company's satisfaction:
 - i. that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-5.5)
 - ii. that adequate, specialized expertise are available to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.

6. Period of Validity of Bids

- a. Bids shall remain valid for a period of 45 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Company as non-responsive.
- b. In exceptional circumstances, the Company may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- c. The Company reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

7. Format and Signing of Bid

- a. Each bid shall be in two parts: -
 - i. **Part I- Technical Proposal.**
 - ii. **Part II- Price Proposal.**
- b. The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with "**Network Consultancy Services**" as well as "**Technical Proposal**" and "**Price Proposal**" as the case may be.
- c. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- d. Any inter-lineation's, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Company reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

1. Sealing and Marking of Bids

- a. The Bidders shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Price Bid" separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope.**
- b. The inner envelopes shall be addressed to the Company at the address given in Part-I above and marked as described above.
- c. The outer envelope shall:
 - i be addressed to the Company at the address given in Part-I; and
 - ii bear the Project Name "**Network Consultancy Services.**"
- d. All envelopes should indicate the name and address of the Bidder on the cover.
- e. If the envelope is not sealed and marked, the Company will assume no responsibility for the bid's misplacement or its premature opening.

2. Deadline for Submission of Bids

- a. Bids must be received by the Company at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- b. In the event of the specified date for submission of bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.
- c. The Company may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Company and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and returned unopened to the bidder.

3. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after submission of bids, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by Fax/Email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- c. No Bid may be modified after the deadline for submission of Bids.
- d. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

E. OPENING AND EVALUATION OF BIDS

1. Opening of Technical Bids by the Company

- a. The Bidders' names, bid modifications or withdrawals and such other details as the Company, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.
- b. Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

2. Preliminary Examination

- a. The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- c. The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- d. If a Bid is not responsive; it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3. Technical Evaluation

- a. Only those Bidders and Bids who have been found to be in conformity with the eligibility terms and conditions during the preliminary evaluation would be taken up by the Company for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b. The Company reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.
- c. Company will evaluate the technical and functional specification of all the equipment's quoted by the Bidder.
- d. During evaluation and comparison of bids, the Company may, at its discretion ask the bidders for clarification of its bid. 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 post bid clarification at the initiative of the bidder shall be entertained.

4. Evaluation of Price Bids and Finalization

- a. Only those Bidders who qualify in pre-qualification and technical evaluation would be short listed for commercial evaluation.
- b. The L1 Bidder will be selected based on the Total Cost of Ownership quoted in the Price Bid.
- c. Arithmetic errors, if any, in the price bid will be rectified as under:
 - i. 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.
 - ii. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words which corresponds to the total bid price for the bid shall be taken as correct.
 - iii. If the vendor 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.
 - iv. Company may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

5. Contacting the Company

- a. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- b. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid.

6. Award Criteria

- a. The Company will award the Contract to the successful L1 Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Total Score = Ln Bid score as per technical bid parameter evaluation + Ln Bid score as per commercial bid has been determined as the highest. (Where 'n' is the total number of bidders). Weightage of Technical Bid Score and Commercial Bid score will be 70% and 30% respectively.
- b. The Company reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipment are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

7. Company's right To Accept Any Bid and to reject any or All Bids

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

8. Notification of Award

- a. Prior to expiration of the period of Bid validity, the Company will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- b. The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.
- c. Upon notification of award to the L1 Bidder, the Company may notify each unsuccessful Bidder.

9. Signing of Contract:

- a. In the absence of a formal contract, the Bid document, together with the Company's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Company and the successful Bidder.
- b. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award.
- c. The Company reserves the right to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered with them

10. Miscellaneous

- a. The selected Bidder should carry out all installation tasks in coordination with the designated officials of the IT Department, depending on the Company's requirement.
- b. The selected Bidder should undertake, during the period of contract, if required by the Company, the relocation / shifting of the equipment without any cost to the Company.

- c. The selected Bidder should undertake to implement the observations / recommendations of the Company's IS-Audit, Security Audit Team or any other audit conducted by the Company or external agencies and any escalation in cost on this account will not be accepted by the Company.

Note: Notwithstanding anything said above, the Company reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART-4: TERMS AND CONDITIONS OF CONTRACT

1. Definitions: In this Contract, the following terms shall be interpreted as indicated in case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Company shall be binding and final on the Bidder.

- a. "The Company" means SBI-SG Global Securities Services Pvt Ltd with its office located at Santacruz West, Mumbai and its datacenters located at Mhape and Hyderabad.
- b. "The Contract" means the agreement entered between the Company and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c. "Vendor" is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Company.
- d. "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- e. "The Equipment" means all the hardware / software and / or services which the Vendor is required to supply to the Company under the Contract.
- f. "The Services" means those services ancillary to the supply of the Products, such as transportation, insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance, and other such obligations of the Vendor covered under the Contract.
- g. "TCC" means the Terms and Conditions of Contract contained in this section.
- h. "The Project" means supply, installation, testing and commissioning of computer hardware, operating systems, software & services with 39 months Warranty and Premier Support.
- i. "The Project Site" means the datacenters and office where the equipment is to be supplied, installed, and commissioned.

2. Use of Contract Documents and Information

- a. The Vendor shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The Vendor will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.

3. Country of Origin / Eligibility of Goods & Services

- a. All related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- b. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied.

4. Use of Contract Documents and Information

- a. The Vendor shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The Vendor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the Contract.
- c. Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Vendor's performance under the Contract, if so, required by the Company.

5. Patent Rights

- In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Company will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Company against all third-party claims.

6. Acceptance Procedure

- On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Company will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

7. Assignment

- The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Company's prior written consent.

8. Delays in the Vendor's Performance

- a. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.
- b. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Company shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- c. Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

9. Liquidated Damages

- If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Company may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Company due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Company may consider termination of the Contract.

10. Fraud & Corrupt Practices

- a. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Company shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- b. Without prejudice to the rights of the Company hereinabove, if a Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Company during a period of 2 (two) years from the date if such Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

- c. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- i **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Company who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Company, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Company in relation to any matter concerning the Project;
 - ii **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
 - iii **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
 - iv **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - v **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. Termination for Default

- a. The Company, without prejudice to any other remedy for breach of Contract, by a written notice of default with a cure period of 30 days sent to the Vendor, may terminate the Contract in whole or in part:
 - i. If the Vendor fails to deliver any or all the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company.
- Or**
- ii. If the Vendor fails to perform any other obligation(s) under the Contract.
- b. In the event the Company terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services like those undelivered, and the Vendor shall be liable to the Company for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

12. Force Majeure

- a. Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the Vendor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Termination for Insolvency

- The Company may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

14. Termination for Convenience

- The Company, by written notice sent to the Vendor, with a cure period of 30 days, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

15. Resolution of Disputes

- a. The Company and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, the Company and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- c. The dispute resolution mechanism to be applied shall be as follows:
 - i. In case of Dispute or difference arising between the Company and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00

Creore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.

- ii Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English
- iii The decision of most arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

16. Applicable Law

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

17. Addresses for Notices

- A notice shall be effective when delivered or on effective date of the notice whichever is later. The following shall be the address of the Company and Vendor.

Company's address for notice purposes:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai - 400 054

Vendor's address for notice purposes

<To be filled in by the Vendor>

18. Taxes and Duties

- a. The Vendor will be entirely responsible for all applicable taxes levied by Central / State Government in connection with delivery of products at site including incidental services and commissioning.
- b. Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- c. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

- d. The Vendor's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties regarding such deductions thereof as may be imposed on him by such laws and regulations.

19. Vendor's obligations

- a. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Company would only provide necessary letters for enabling procurement of the same.
- c. The Vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company and implementation activities.
- d. The Vendor will abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.
- e. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- f. The Vendor will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.

20. Patent Rights/Intellectual Property Rights

- In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Company will give notice to the Vendor of such claim, if it is made, without delay.

21. Limitation of Liability

- For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Company arising under or in connection with this agreement for an amount exceeding the total cost of the project. Service provider will ensure Company's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Company's related information to the extent of loss so caused. The limitations set forth herein shall not apply with respect to:
 - i. claims that are the subject of indemnification pursuant to IPR infringement,
 - ii. damage(s) occasioned by the gross negligence, fraud, or willful misconduct of Service Provider,
 - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - iv. When a dispute is settled by the Court of Law in India.
 - v. Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

PART 5: BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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ANNEXURE NUMBERS

5.1 Requirement Specifications

- 5.1.1 Technical Specifications
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- 5.1.3 Undertaking of Authenticity

5.2 Bid Forms

- 5.2.1 Bid Form (Technical)
- 5.2.2 Price Bid Form

ANNEXURE –5.1.1 - Technical Requirements

A Engage with a strategic services partner for the following services.

S. No	Technical Requirement	Compliance (Yes / No)	Remarks
1	Consultancy services for various upcoming network and security requirements.		
2	Assess and optimize its existing network and security infrastructure.		
3	Design and Implementation service for defined projects over the course of the engagement.		
4	Support for network and security hardware equipment deployed at SBI-SG.		
5	Expert assistance in Cyber Security initiatives.		

ANNEXURE –5.1.2 - Technical Scoring Sheet

S. No	Technical Requirement	Total Score	Obtained Score
1	If Bidder has experienced staff with the required qualification like CCNA/CCNP/CCIE or any other similar external network certification from reputed institute.	2	
2	Experience of handling third party network (like SWIFT / STP etc) and firewalls (Fortinet/Cisco/HP etc)	2	
3	Experience of designing and implementing SOC/NOC and Cyber Security for BFSI organizations.	2	
4	Bidder has experience of more than 3 years in providing similar kind of consulting services.	2	
5	If Bidder has experience of working with SBI or SBI subsidiaries	2	

ANNEXURE – 5.1.3
Undertaking of Authenticity

To:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai 400 054.

Sub: Undertaking of Authenticity for Professional Services for Network Ref: RFP No. SBISGGSS/IT/23-24/861 DATED 21-Mar-2024

All the professional services delivered should be as per the agreed Service Level Agreement and Non-disclosure agreement signed by both the parties.

Any deviation from SLA or NDA agreement will result in penalty or termination of contract as per the non-compliance observed.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf.

ANNEXURE –5.2.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date: _____

To,

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp. Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai 400 054

Dear Sir,

Ref: RFP No. SBISGGSS/IT/23-24/861 DATED 21-Mar-2024

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Company and we offer to provide services detailed in Annexure-5.1.1, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid in a sealed window envelope, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR 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.
- The rate quoted in the indicative price bids for the MCU are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Company, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for onboarding of required services within a period of 4 weeks from date of Purchase Order.
4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Company up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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".

7. We certify that we have not made any changes to the contents of the RFP/EOI document read with its amendments/clarifications provided by the Company submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify us from the bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. The vendor hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

Dated this day of 2024

(Signature) *(Name)* *(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

ANNEXURE – 5.2.2

Price Bid

SN	Service Details	Unit Price	Quantity	Price	Taxes	Total Price
1	<u>Network Consultation Service – For Period – 01-Apr-2024 to 31-Mar-2025</u>		01			
Total Cost of Ownership (TCO)						

