



SBI PENSION FUNDS (P) LTD.

REQUEST FOR PROPOSAL

FOR

COMPREHENSIVE SECURITY REVIEW

**SBI Pension Funds (P) Limited
1904, 19th Floor, Parinee Crescenzo
Bandra Kurla Complex
Mumbai 400051**

Document	Comprehensive Security Review IT Applications and Infrastructures
RFP No.	SBIPFPL/IT/2024-25/01
Date	27.05.2024
Contact	Prateek Pal (Deputy Manager)

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No. Emailaddress for sending any kind of correspondence regarding this RFP)	Prateek Pal Deputy Manager (Systems) Email: systems@sbipensionfunds.com ciso@sbipensionfunds.com
2	Last date for requesting clarification	Up to 04.00 PM on 07.06.2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
3	Pre – bid Meeting at (venue)	At 04.00 P.M. on 08.06.2024 at SBI Pension Funds Office Bidder may connect through online mode subject to approval by competent authority
4	Last date and time for Bid submission	Up to 0400 P.M. on 10.06.2024
5	Address for submission of Bids (Online submission)	https://etender.sbi/SBI
6	Date and Time of opening of TechnicalBids	3.00 P.M. on 11.06.2023 Authorized representatives of Bidders may be present online during the 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 12.06.2023
8	Reverse Auction	Date to be advised
9	Price Validity from the date of price discovery	180 days
10	Contact details of e-Procurementagency appointed for e-procurement	e-Procurement Technologies LTD –CMMIS E-mail ID: neha.u@eptl.in Landline No.: 7859800617/ 7859800624

Part-I

INDEX
INVITATION TO BID
DISCLAIMER
DEFINITIONS
SCOPE OF WORK
OTHER TERMS AND CONDITIONS
SELECTION PROCESS
COST OF BID DOCUMENT
CLARIFICATIONS AND AMENDMENTS ON RFP/PRE-BID MEETING
CONTENTS OF BID DOCUMENTS
BID PREPARATION AND SUBMISSION
DEADLINE FOR SUBMISSION OF BIDS
MODIFICATION AND WITHDRAWAL OF BIDS
PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)
BID INTEGRITY
BIDDING PROCESS/ OPENING OF TECHNICAL BIDS
TECHNICAL EVALUATION
EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION
CONTACTING THE COMPANY
POWER TO VARY OR OMIT WORK
WAIVER OF RIGHTS
CONTRACT AMENDMENT
COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
RIGHT TO VERIFICATION
RIGHT TO AUDIT
SUB-CONTRACTING
VALIDITY OF AGREEMENT
LIMITATION OF LIABILITY
CONFIDENTIALITY
DELAY IN SERVICE PROVIDER'S PERFORMANCE
SERVICE PROVIDER'S OBLIGATIONS
INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP
LIQUIDATED DAMAGES
CONFLICT OF INTEREST
CODE OF INTEGRITY AND DEBARMENT/BANNING
TERMINATION FOR DEFAULT
FORCE MAJEURE
TERMINATION FOR INSOLVENCY
TERMINATION FOR CONVENIENCE
DISPUTES AND ARBITRATION

GOVERNING LANGUAGES
APPLICABLE LAW
TAXES AND DUTIES
TAX DEDUCTION AT SOURCES
NOTICES

Part-II

Appendix	Index
A	BID FORM
B	SCOPE OF WORK AND PAYMENT SCHEDULE
C	INDICATIVE PRICE BID
D	PRE-BID QUERY FORMAT
E	DETAILS OF APPLICATIONS

INVITATION TO BID:

SBIPFPL (SBI pension funds private limited) is one of the largest pension funds in India with a market share of approximately 36%. The company ensures quality of investment with security and profitability. More details about the company profile, business model can be obtained from its website www.sbipensionfund.com. **The company invites Bids invited from Cat-B/C Empaneled ISSPs with Information Security Department (ISD) for Comprehensive Security Review (CSR) of Applications installed.**

- i. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- ii. 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.
- iii. This RFP document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- iv. 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** 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 the company's discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide the proposed **Services** adhering to Company's requirements outlined in this RFP.

DISCLAIMER:

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 company, is subject to the terms and conditions set out in this RFP. This RFP is not an offer by the Company, but an invitation to receive responses from the eligible Bidders. The purpose of this RFP is to provide the Bidder(s) with information to assist with the 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 advice/clarifications. The company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The Company, 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.

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.

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.

The issue of this RFP does not imply any bound to select a Bidder or toward the contract to the Selected Bidder, as the case may be, for the Project and the company 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.

DEFINITIONS:

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

“The Company” ‘means the SBI Pension Funds (P) Limited.

“Bidder/Channel Partner” means an eligible entity/firm submitting the Bid in response to this RFP.

“Bid” means the written reply or submission of response to this RFP.

“The Contract” means the agreement entered between the Company 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.

“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.

“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 if applied) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Company.

“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.

SCOPE OF WORK:

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

OTHER TERMS AND CONDITIONS:

- i. Individual application/infrastructure names/details under the scope of review will be shared with the selected ISSP.
- ii. 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 Company except outstation expenses, if required, subject to submission of the invoice accompanied by all documentary evidence and as per the limits as per the agreement between the Company and ISSP.
- iii. A kick-off meeting will be held prior to actual commencement of the review so that the exact flow of the application, its architecture etc. may be understood by the ISSP team.
- iv. Only those resources should be deployed on the project who have enough knowledge of the respective review component (example: VAPT, SCD compliance, Process review, AppSec, White/Grey Box testing etc.). Any inexperienced and/or insufficient knowledge resource will not be allowed to work on the project.
- v. Review activity needs to be performed on-site.
- vi. In case of re-clamping of lockdown, the resources may be provided with VPN connectivity at the discretion of the Company, for which the ISSP is bound by SOP on VPN connectivity.
- vii. There may be cases when connectivity setup for vendor partner site will be required to be reviewed (local or outside Mumbai).
- viii. The observations should be shared to the Company officials using password protected file.
- ix. Resources are required to carry enough high configuration Desktops/Laptops, Mobile devices & Mobile Simulators for carrying out security review activities, whatever is required for the activity. VA, PT, Report Preparation, Automated Tools to be installed on ISSP/Company Desktops/Laptops by vendor which may be uninstalled on completion of task.
- x. Any gadget carried by ISSP Resources needs to be formatted before & after completion of the task in presence of Company officials and should not be carried to other locations during the captioned security review. In case of any Device malfunctions which require repair, prior permission needs to be taken.
- xi. **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. The review activity needs to be completed within fixed time periods hence dedicated resources will be needed for the current activity. We expect resources to be experienced enough in reviewing applications built on latest technologies and with full understanding of the latest threats (including those found globally during the review) and global trends.
- xii. Review of the different components under one application and/or other applications will be required to be carried out in parallel as per requirement of the Company.
- xiii. Any incomplete/ partially complete financial proposals could be rejected.
- xiv. Proposals received after the due date and time will not be considered.

- xv. Notwithstanding anything contained hereinabove, the Company is not bound to accept the lowest or any Bid which is received. The Company may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xvi. Bid should not include any presumptions, disclaimer, or exclusion. Proposals are expected to contain only the Scope of the work, Resource Profiles and Commercial.**
- xvii. In addition to all the above the final selected ISSP will also be bound by the existing Service Level Agreement (SLA) and NDA already signed with the Company.
- xviii. The receipt of this mail may be sent to ciso@sbipensionfund.com and systems@sbipensionfunds.com. In case of non-participation in reverse auction process if arranged, a confirmation mail in this regard is required to be sent on the same e-mail IDs on or before the prescribed date.
- xix. In addition to all above, the final selected ISSP will also be bound by all the terms and conditions stipulated by the SBI and agreement/SLA executed between the SBI, ISD and ISSP at the time of empanelment. The resources deployed also must sign the NDA as per IS Policy.

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 Company, it 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 Company, the Company reserves the right to negotiate with the L-1 bidder. However, the discretion of the Company is final.
- ii. In the event of single bid received, the Company reserves the right to negotiate with the bidder and before awarding the contract.
- iii. All the bidders who submitted bids and found eligible by the Company must participate in online reverse auction to be if conducted through authorized service provider on behalf of the company, 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
E-mail ID: nandan.v@eptl.in
Landline No. : 079 6813 6820, 6850, 6857, 6848
Official Mobile No. : 9081000427
Contact Person: Nandan Valera
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 in non-execution of the project, the vendor may be debarred from participation in future bids, as per the sole discretion of the Company. In such cases, the Company 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 Class III Company digital signature certificate for participation in an online reverse auction. Such Bidders will be trained by an authorized service provider for that purpose. Bidders shall be willing to abide by the e-business rules for reverse auctions. 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 if applicable as per regulatory obligations.

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 Company, or any other costs incurred in connection with or relating to this Bid. Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- a. Bidder requiring any clarification on RFP may notify the Company 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.
- b. 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 in responding to this RFP.
- c. The queries received (without identifying source of query) and response of the Company thereof will be posted on the website or conveyed to the Bidders.
- d. The Company reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Company, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the 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 Company's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued will be binding on the participating Bidders. The company will not take any responsibility for any such omissions by the Bidder. The company 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 inconnection thereto.

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. Queries received after the scheduled date and time will not be responded/acted upon.

CONTENTS OF BID DOCUMENT:

- a. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.**
- b. 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 Company has made a considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- c. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and all supporting documents and printed literature shall be submitted in English.
- d. The information provided by the Bidders in response to this RFP will become the property of the Company and will not be returned. Incomplete information in the Bid document may lead to non-consideration of the proposal.

BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e- Procurement agency for **Comprehensive Security Review (CSR) of Applications and IT infrastructure of SBI Pension Funds (P) Limited** in response this RFP. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorized signatory: Technical Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- ii. Detailed Audit Plan and Resource profile should be submitted along with the Technical Bid covering letter/Bid form.
- iii. Indicative Price Bid for Comprehensive Security Review (CSR) of Applications and **IT infrastructure of SBI Pension Funds (P) Limited** 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.
- iv. 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-III Company Digital Signature Certificate (DSC) from any of the licensed certifying agencies to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in a 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 Company 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 a 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 Company reserves the right to reject Bids not conforming to the above.

DEADLINE FOR SUBMISSION OF BIDS:

- a. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- c. In case the scheduled date of submission of Bid document is extended, the Bids shall be submitted by the time and date rescheduled. All rights and obligations will remain the same.

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 Company, prior to the deadline prescribed for submission of Bids.
- ii. A withdrawal notice may also be sent by the authorized 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.

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. The price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA (Reverse auction).
- iii. 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.
- iv. Once Purchase Order or Letter of Intent is issued by the company, 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.

BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions. All the submissions, including any accompanying documents, will become property of the company. The Bidders shall be deemed to license, and grant all rights, 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.

BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

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.

In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agreeing 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. The bids will be examined to see whether they are complete and are in required formats, the documents have been properly signed and validity period is available, and the Bids are generally in order. The Company may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation. Prior to the detailed evaluation, the responsiveness of each Bid to the RFP will be determined. 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. The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence. 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. If a Bid is not responsive, it will be rejected by the Company and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

TECHNICAL EVALUATION:

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 Company 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.

During evaluation and comparison of Bids, the Bidders may be asked for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or the 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.

EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

The document contains the indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction (if so decided) to be conducted by authorized service provider on behalf of the company. 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 an authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auctions arranged by the Authorized e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders. The Bidder will be selected as L1 based on net total of the price evaluation as quoted in the Reverse Auction. Errors, if any, in the price breakup format will be rectified as under:

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.

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.

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.

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 Company reserves the right to reject all such incomplete Bids.

CONTACTING:

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

POWERS TO VARIATION TO THE ASSIGNED WORK:

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 the company. The company shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify thereof in writing with reasons for holding such opinion and shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variations and be bound by the same conditions as far as applicable as though they said variations occurred in the contract documents. On confirmation of 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.

In any case in which the successful Bidder has received instructions 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.

If any change in the work is likely to result in a 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.

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.

CONTRACT AMENDMENT:

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

RIGHT TO ACCEPT OR REJECT 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 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 company's action.

RIGHT TO VERIFICATION:

The company 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 the Bidder's capacity/capabilities to perform the job.

RIGHT TO AUDIT:

Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized or in the certification submitted 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. Service Provider further agrees that whenever required by the Company it will furnish all relevant information, records/data to such auditors and/or inspecting officials and/or any regulatory authority(ies). The company 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, the Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

SUBCONTRACTING:

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

VALIDITY OF AGREEMENT:

The Agreement will be valid as per terms and conditions stipulated RFP No. SBIPFPL/IT/2024-2025/01 dated 22.04.2024. The Company reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

LIMITATION OF LIABILITY:

- a. The maximum aggregate liability of the Service Provider, 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.
- b. 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.
- c. The limitations set forth herein shall not apply with respect to:
 - i. claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right.
 - ii. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - iv. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the company, provided such guidelines were brought to the notice of Service Provider.

For the purpose of **clause (c)(ii) above “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.

CONFIDENTIALITY:

Confidentiality obligation shall be as per the non-disclosure agreement Service Level Agreement with Company.

DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- a. Services shall be made by the Service Provider within the timelines prescribed in part II of this document.
- b. 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 in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, we will 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.
- c. 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).

SERVICE PROVIDER'S OBLIGATIONS:

1. 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.
2. Service Provider is obliged to work closely and act within its own authority and abide by directives issued from time to time and complete implementation activities.
3. Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the company responsible or obligated.
4. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdeemeanors.
5. Service Provider shall treat as confidential all data and information about the Company, 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 as explained under 'Non-Disclosure Agreement'.

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

For any technology / software / product used/supplied by Service Provider for performing Services as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The liability for any license or IPR violation will be on the part of the Service Provider.

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 leftlicense or any other agreement that may give rise to any third-party claims or to limit the company s rights under this RFP.

Subject to below **clauses (i) and (ii) below**, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the company 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.

i) The Company will give (a) notice to Service Provider of any such claim without delay/ provide reasonable assistance to the 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 Company, unless such settlement releases the company fully from such claim, (ii) Service Provider shall promptly provide the Company with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the company with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the company is also a party, the company shall be entitled to be separately represented at its own expenses by counsel of its own selection.

ii) 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 company'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 company of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the company.

Service provider agrees that the Company 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.

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 Company and the Company shall have complete and unrestricted rights on such property. However, the 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.

All information processed by Service provider during software maintenance belongs to the Company. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Company. Service providers will implement mutually agreed controls to protect the information. The service provider also agrees that it will protect the information appropriately.

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 company 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 3% of total Project Cost for delay of each week or part thereof maximum up to 15% of total Project Cost. Once the maximum deduction is reached, the Company may consider termination of the Agreement.

CONFLICT OF INTEREST:

1. 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 Company 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 company and not by way of penalty for, inter alia, the time, cost and effort of the Company, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Company under the bidding Documents and/ or the Agreement or otherwise.
2. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
3. 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 Company, 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

- i. a constituent of such Bidder is also a constituent of another Bidder; or
 - ii. 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
 - iii. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - iv. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that putseither or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - v. such Bidder or any of its affiliates thereof has participated as a consultant to the Company in the preparation of any documents, design or technical specifications of the RFP.
4. 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.

CODE OF INTEGRITY AND DEBARMENT/BANNING:

- 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 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.
- b. 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.
- c. 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.
- d. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **“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 processor contract execution.
- ii. **“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;
- iii. **“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.
- iv. **“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 Company, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- v. **“Obstructive practice”** means materially impede the Company’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 company’s rights of audit or access to information;

Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Company’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 Company’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);

- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.).
- Vendors undergoing the 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 empaneled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Company's procurements including removal from empanelment, 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 Company under **Clause (d) (i) of CODE OF INTEGRITY AND DEBARMENT/BANNING** 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 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 empanelment.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- 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 Company or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a government servant or the Company 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 Company 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 have 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.

(b) 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 Company including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

TERMINATION FOR DEFAULT:

- a. The Company 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:
 - i. If the Service Provider fails to deliver any or all of the obligations within the time specified in the RFP/Agreement, or any extension thereof granted by the Company.
 - ii. If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
 - iii. Violations of any terms and conditions stipulated in the RFP.
 - iv. On happening of any termination event mentioned in the RFP/Agreement.
 - v. Prior to providing a written notice of termination to the Service Provider under clauses of Debarment/Banning, the company shall provide the 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 Company shall have the right to initiate action in accordance with the above clause.
- b. In the event the Company terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Company may procure, upon such terms and in such manner as it deems appropriate, Services like those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Company for any increase in cost for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
- c. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Company's data or any other relevant information to the Company in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Company.
- d. During the transition, the Service Provider shall also support the Company on technical queries/support on process implementation.
- e. The Company's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- f. 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 Company at its sole discretion may make alternate.
- g. Arrangement for getting the Services contracted with another vendor. In such case, the Company shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of 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 company, at no extra cost for ensuring smooth switch over and continuity of services, provided where transition services are required by the company 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 the existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Company, which may be settled from the payment of invoices for the contracted period.

FORCE MAJEURE:

- a. 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.
- b. 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.
- c. If a Force Majeure situation arises, the Service Provider shall promptly notify in writing of such condition and the cause thereof. Unless otherwise directed in writing, the 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.
- d. 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 because of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.

TERMINATION FOR INSOLVENCY:

The company 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 the 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 company.

TERMINATION FOR CONVENIENCE:

The Company, by written notice of not less than 30 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Company's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

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

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 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. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

GOVERNING LANGUAGE:

The governing language shall be English.

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 in Mumbai.

TAXES AND DUTIES:

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.

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**).

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 Company shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-C** will be payable by the Company 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 Company. The Company shall not be liable for payment of those Central / State Government taxes, levies, duties, or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-C**

- a. Prices payable to the 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.
- b. 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.
- c. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement because 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.

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 Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve 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.

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 regarding such deductions thereof as may be imposed on him by such laws and regulations.

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.

Part-II

BID FORM

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

Date: _____

To:
CISO
SBI Pension Funds (P) Limited
19 the Floor, 1904
Parinee Crssenzo
BKC Mumbai-400051

Dear Sir,

**REQUEST FOR QUOTATION FOR COMPREHENSIVE SECURITY REVIEW
(CSR) OF APPLICATIONS**

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 Company 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 Company'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 with 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 Company, 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Company, 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 Company 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 the disqualification of the 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 from the terms and conditions of the RFP. 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 RFP without prejudice to any other rights available to the Company.
- vi. We certify that while submitting our Bid document, we have not made any changes to the contents of the RFP document, read with its amendments/clarifications provided by the Company.
- vii. We agree to abide by all the RFP terms and conditions, contents of the Service Level Agreement with Company and the rates quoted therein for the orders awarded by the Company upto 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 a person authorized by the Company. We understand that our authorized representative who would participate in the reverse auction process would possess a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Company's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Company 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 the Bid, we do not have any Service Level Agreement pending to be signed with the Company for more than 6 months from the date of issue of purchase order.
- xv. 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 and execute at our cost, when called upon by the Company 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 shall use licensed tools for security review.
- xix. The licensed tool used will be duly updated with its latest patches.

- xx. There will not be any vulnerability in these tools.
- xxi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Company in the RFP document.

Dated this day of 2024

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

Duly authorized to sign Bid for and on behalf of

Seal of the company.

Scope of Work and Payment Schedule

Comprehensive Security Review (CSR) of Applications.

Scope:

Details of Applications as per Appendix- E.

The Major Scope of the Security review of Applications as per Appendix-E is summarized below:

a) Secure Network Architecture Review

Placement & Security of servers & network devices in SBI Pension Funds Network
Firewall Rule Base Review. Analysis of traffic monitoring (inward and outward traffic)

b) Application security review

AppSec of application
Role based Application review.

c) VA/PT of all the Assets in scope

VA – all the ports Internal, Credential Based. Both Internal and external PT

d) Configuration Audit

Configurations of All components such as OS, Database, Application server, web server etc. need to be reviewed (script based or manual) against company's Benchmark Document.

e) Process Review: Process flow included.

User management, privilege access etc., change control management, generation and checking of logs, incident management, flow of both to & for traffic (its contents and the format in which it is travelling), storage at any point, password management, security environment, Compliance with RBI\PFDA and local regulatory guidelines and Local Privacy Law and Company's IT Policy and IS Policy and industry best practices.

- Assessment of security risk involved in data being processed/handled at third party vendor's site/location covering end to end data flow to ensure CIA of information.
- Review of each Database-on-database security perspective.
- Review of Vendor/ Third Party Access management

- In view of a few Applications under scope are with third party vendors, the selected ISSP must review the controls implemented by the vendor for Company's Data processing as against Company's set-in controls at third party dataprocessing of Company's data.
 - Data Flow Diagram for all the Applications to be obtained and 'end to end' process review, specifically on third party locations, if any need to be carried out.
 - Assessment of Forensic readiness and threat intelligence for individual Applications.
- f) **Compliance Review** – as per Company's IT & IS Policy, Cyber Security Policy, RBI\PFDRDA Guidelines and Best Global Security practices.
- g) **Confirmatory Review:** If 100% compliance is not achieved in the first round, the ISSP must do subsequent confirmatory reviews till the 100% closure of the observations. However, the 100% payment will be released after the first round of confirmatory review on the condition of submitting an undertaking by the ISSP that, they will do the subsequent confirmatory review as a part of the assignment without any additional cost.

Deliverable for the Engagement:

1. The hash Value and version number of every application (as advised by the Application Owner and for which it was reviewed) will be required to be incorporated in the final report for both initial and confirmatory review.
2. Detailed Report highlighting vulnerabilities in the system. Technical vulnerability identified should provide: Risk impact (High, Medium, Low), possibility of occurrence (High/Medium/Low), ease of exploitation (Easy/Difficult/Very Difficult), specific mitigation measures keeping in view the criticality of the application, placement of the systems, type of the information passing over the channel, compensatory controls etc. If the service is vulnerable, screen shot/logs depicting vulnerability and change required in Secured Configuration Document may also be suggested.
3. If any observation has been made which is as per the global best practices and not included in the Company's latest policies, RBI\PFDRDA guidelines and IT Act, the relevant reference will have to be provided in the report by the ISSP.
4. Both initial and final reports (after completion of the confirmatory review) will have to be presented application-wise.
5. A summary report (component wise) for all the applications/review areas (combined) will also be a part of both the reports.
6. Both safe as well as unsafe findings are required to be listed along with the Mitigation tracker, listing the unsafe findings.
7. An application and activity wise daily tracker to be provided to the Application Owner and Information Security Department.
8. Recommendations for risk containment based on global best practices, Compliance to the latest Company IT Policy, Information Security Policy, RBI\PFDRDA guidelines, Local Regulatory Guidelines, and IT Act 2008 etc. requirements would be required to be evaluated and reported.
9. 100% confirmatory review will be required to be conducted. However, if the 100% confirmatory is not covered in first round, the Company reserves the right to call the ISSP team to conduct other round(s) of confirmatory test, under prior intimation, if required, without any extra cost.
10. Along with the soft copy of the final report, its printout with all pages signed by the authorized signatory under your company's seal must be submitted. The complete report should contain the following information also: -

- Date of report
- Exact period of conduct of the review and/or confirmatory review (as the case may be)
 - Running page number for all pages
 - Name and designation of the officials from Application Owner department with whom the findings had been discussed and finalized.
11. If the ISSP resource is required to visit a Company's vendor partner's premises and/or for conducting White Box testing of the Source Code, the NDA will be signed between the ISSP resource and the Company's vendor partner invariably.
 12. E-Mail response from the Application Owner team may suffice in most of the cases for any reference in respect of the observations made. However, if required, the ISSP resource will be required to visit SBI Pension Funds for a one-on-one interaction on one or more instances with the Application Owner and/or Information Security Department.
 13. ISSP to suggest risk containment / risk mitigation controls in case some of the remediation suggested in the report cannot be implemented because of technical or business-related reasons-application dependency.
 14. **Delivery Schedule:** The initial review is to be completed and the report to be submitted within 3 months from the date of Purchase Order. In case, after selection of L-1 ISSP, there is a delay in placing the formal Purchase Order, the Company may provide a mail confirmation that the ISSP has been selected by the Company for conducting the captioned review and the review process may be started on a notice of one day (formal Purchase Order may be placed by the Company later).
 15. All the payments shall be made by the Company 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.N o.	Description	Terms of Payment
1	After submission of Reports of 1 st Round of Review	70%
2	After submission of Reports of Confirmatory Review	30%

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 Cost
1	Indicative Commercial Bid for comprehensive security review of Applications	
	Total	

(Amount quoted in INR exclusive of GST/CGST)

Dated this day of2024

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

Duly authorized to sign Bid for and on behalf of

Seal of the company.

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

S/N	No. of Devices for VA/SCD				App Security Review		No. of web Services	
	OS	DB App	Web server	Web app	Language	Privilege Level	Input pages/Dynamic pages	
01	2 (windows 2019)	1 (Oracle)	1		ASP DOT NET	Admin Maker Checker	20-30/ 45-50	NA
02	1(window 19)	1 (SQL Standard) App and DB are on same server			ASP DOT NET	Maker Checker		-
03	Cloud							

Summary of Hardware/Software

Number of Physical Server	6 (Production) & 1 (DR)
Number of Virtual Server	2 Windows and 1 Redhat
Number of Applications	3
Networking Devices	2 Firewall (Fortinet 100F)
Network Switch	6 (5 Cisco Business 350 Series and 1 Cisco Nexus)

Summarised scope of IT Security Review

VA of Operating System	Windows 2019/2022/2016 server. Virtual operating system – Windows 2019 and Redhat.
VA and PT of the Application	<p>MFUND Application Approximate No of pages: 45-50 Verification and validation of Oracle database configuration as per secured configuration document.</p> <p>E-Meeting Approximate No of pages: 45-50 Verification and validation of SQL Server Standard database configuration as per secured configuration document.</p> <p>HRMS Approximate No. of Pages: Need More information Database server runs on a Linux-based Hardened Custom Ubuntu AMI, hosting PostgreSQL version 12.</p> <p>Technologies Used : Angular.js and React.js are used for the front end, while Java serves as the backend.</p> <p>Hosting Details : Hosted on the cloud environment using AWS and GCP as our main service Providers. The Cloud Hosting Tier provided as part of this service is Tier 4.</p> <p>Company's Website Approximate No of pages: 30-40</p>
Network Device	Review of device configuration with reference to Secured configuration

	document. Configuration of Firewall and Switches with reference to SCD. Network Flow chart review. Network Architecture Review.
End Point Security	Review of Sampled endpoint (From a total of 60 endpoints) with reference to Secured configuration document /patch management
Email service configuration	Office 365

***Only those ISSP which are empaneled with SBI and Cert-In shall apply.**

The company reserves the right to reject any of the quotation or cancel the proposed project without giving any reason. The option of **reverse bidding may** be used at the company's discretion.

Any related query may please be emailed to systems@sbipensionfunds.com or ciso@sbipensionfunds.com