



Request for Proposal (RFP)

SUPPLY AND AMC FOR NEXT GENERATION FIREWALL

SBI Capital Markets Ltd

Ref: RFP no. CO/IT/2037

Date: 27-Aug-2020

Table of Contents

Fact Sheet	4
1.1 Bidders Eligibility Criteria	5
2 General Terms and Conditions and RFP Process	6
2.1 Technical evaluation.....	7
2.2 Commercial evaluation.....	8
2.3 Contacting the Company	10
2.4 Award Criteria	10
2.5 Powers to Vary or Omit Work	10
2.6 No Waiver of Company Rights or Successful Bidder's Liability.....	11
2.7 Contract Amendments.....	11
2.8 Company's Right to Accept Any Bid and to Reject Any or All Bids	11
2.9 System Integration Testing.....	11
2.10 Services	11
2.11 Penalties & SLA	11
2.12 Right to verification.....	12
2.13 Purchase Price	12
2.14 Inspection and Quality control tests	12
2.15 Acceptance Testing Criteria	13
2.16 Validity of Agreement.....	13
2.17 Limitation of liability	14
2.18 Confidentiality	14
2.19 Delay in the Vendor performance	14
2.20 Vendor's obligations.....	15
2.21 Technical Documentation	15
2.22 Liquidated damages:	15
2.23 Conflict of Interest:.....	16
2.24 Fraud and corrupt practices	17
2.25 Termination by default.....	18
2.26 Force Majeure	19
2.27 Termination for Insolvency:.....	19
2.28 Termination for Convenience:.....	20
2.29 Disputes / Arbitration (applicable in case of successful Bidder only):	20
2.30 Governing Language:	20
2.31 Applicable Laws:.....	20
2.32 Taxes and Duties:	20
2.33 Tax deduction at Source	21
2.34 Bid Currency.....	22
2.35 Tender Cancellation.....	22
2.36 Replacement of Appliance on account of Performance Issues.	22
3 Roles & Responsibilities of Stakeholders	22

3.1	Scope of Work (SOW).....	22
3.2	End of sale and End of support	23
4	Payment Schedule	23
4.1	Payment milestones	23
4.2	Deviations.....	23
4.3	Termination of Services of Support	24
4.4	RFP Modification	24
4.5	Interest Liability	24

Fact Sheet

Item	Description
Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Company's website https://www.sbicaps.com/index.php/tenders/
Method of Selection	The method of selection is Quality and Cost Base Selection The weights given to the Technical and Financial Proposals are: Technical = 70% and Commercial= 30%
Date of RFP issuance	27-Aug-2020
Last date for Submission of Pre-Bid Queries	29-Aug-2020 All the queries should be received on or before the prescribed date & time, through email only with subject line "<Bidder's Name> - Pre-Bid queries – Hardware Refresh and Co-location of DC". The queries should be submitted as per the format prescribed in "Annexure 2.5 Template for Pre-bid Queries".
Issue of Corrigendum	Tentative -30-Aug-2020
Last date and time for Bid/Proposal submission (on or before)	01-Sep-2020 (Technical BID) 02-Sep-2020 (Closed BID)
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One Hundred and Eighty) days from the actual date of submission of the Bid.
Currency(ies)	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	Name: Krishna Prajapati Email: Krishna.prajapati@sbicaps.com Address: SBI Capital Markets, 202, Maker Tower E, Cuffe Parade, Mumbai 400 005
Annexures	The bidder is required to confirm the participation through email, accordingly All Annexures of this RFP will be shared.

1. Introduction

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

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

Founded in August 1986, SBICAP is a wholly owned subsidiary and the Investment Banking arm of State Bank of India (SBI), the largest commercial bank in India.

About the Initiative/Purpose

SBICAP invites proposals from competent and authorized Bidders **for Supply, Installation, Commissioning and Maintenance of Next generation Firewall under the scope of this RFP.** SBICAP desire to implement and commission new hardware at DC- Mumbai & DR- Hyderabad site. The Bidder should be an OEM or authorized partner, System Integrator, having project team members and support personnel competent enough to install, configure, maintain and support the proposed solution.

- Owner invites technically complete and commercially competitive proposals from reputed vendors for implementing Firewall Solution along with seamless migration from existing solution to new solution.
- Maintenance and Support for Five Years

INVITEES: -

- OEM AUTHORISED SYSTEM INTEGRATOR AND SERVICE PROVIDERS OF THE PROPOSED SOLUTIONS

1.1 Bidders Eligibility Criteria

<u>Bidder's Eligibility Criteria</u>			
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Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Criteria	Compliance (Yes/No)	Submission Details
1	The Bidder should be in a business of supply, delivery installation, configuration of Security Solutions/ business (i.e. in the area of implementation of Firewalls /UTM/ IPS) in India for at least at least last 5		Certificate of Incorporation and documentary evidence showing bidders is in business of Security and Firewall solution for last five years.

	Years and should be a current legal entity in India.		
2	The bidder should be a company registered in India as per Company ACT 1956. The bidder should have experience of minimum 5 years in Supply of Firewall solution in India.		Incorporation Certificate
3	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. [In case of authorized partner of OEM the bidder should submit Manufacturer Authorization Form as per format given in Annexure. The vendor should necessarily be an authorised gold partner of OEM since last three years as well as service provider of the products quoted by the vendor.		MAF from OEM of the Solution and all of its components
4	The bidder should have valid GSTIN and PAN Number		Copy to be enclosed
5	The Bidder should have yearly sales average turnover of minimum Rs. 100 crores during last three financial years and should be profitable (, 2017-18,2018-19 and 2019-20)		Auditors Certificate (Pls do not submit balance Sheet)
6	The Bidder 's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31.03.2020.		Certificate from Bank/ Auditor
7	The bidder must submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Undertaking by Bidder.

2 General Terms and Conditions and RFP Process

Soft Copy of Technical BID Comprises of strictly in below mentioned order: -

S/N	Particulars	Annexure	To be submitted with
1	Bid Covering Letter	Annexure-A	Technical Bid
2	Technical Specification and Compliance	Annexure-B (excel)	Technical Bid
3	Undertaking Authority	Annexure-C	Technical Bid
4	Service Level Agreement	Annexure-D	Technical Bid
5	MAF's	Annexure-E	Technical Bid
6	Eligibility Criteria	Annexure-F	Technical Bid
7	Bidders Organization Profile & capability presentation to support the scope of work as per RFP and post implementation support.	Annexure-G	Technical Bid
8	NDA	Annexure-H	Technical Bid
9	Pre-Bid Queries with SBICAP response to be submitted with Technical Bid.	Annexure 2.5 Template for Pre-bid Queries	Technical Bid
10	Exceptions and Deviation	Annexure-I	Technical BID
COMMERCIAL BID Comprises of: -			
1	Detailed PRICE Bid in suitable format with part nos. for all components	Annexure J	Commercial Bid
2	Old Inventory for Buyback- Price Bid	Annexure-K	Commercial BID

- All pages of this RFP document must be Letter Head of the bidder Company.
- Any Technical Proposal and Commercial proposal **not containing the above will be rejected.**
- The quoted pricing should consist of the project cost with 3+2 -years OEM warranty and support with AMC from OEM.

2.1 Technical evaluation

- i. Technical bids will be opened for technical and eligibility criteria evaluation.
- ii. The Owner will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Owner's discretion.
- iii. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed solution, 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 to the satisfaction of 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.
- vii. The evaluation will also take into account:
 - a) Services offered by the Bidder to any noticeable BFSI in India. The Bidder should furnish the details.
 - b) Migration (s) assurance by the Bidder as per requirement of the Company for the duration of the project.
 - c) Bidder support facilities: Support requirement like support/ email support/ offline support, time period.

- d) State of the art solution offered by the bidder to any noticeable companies in India. The bidder should furnish the details when requested.
 - e) Proposed solution features, guaranteed uptime, integration, underlying components' etc.
 - f) Scalability / Capability of the proposed solution to meet future requirements not outlined in the RFP.
 - g) Support on open platforms and solution based on proposed technology (both software and hardware).
 - h) Market Survey / Industry feedback for Bidder and Solution
 - i) Bidder support facilities / proactive support/Profile/ Previous experience
 - j) Bidder Profile and experience in the industry
 - k) OEM post sale support experience.
 - l) Gartner Report positioning
 - m) Management GUI for administration for proposed components
 - n) Bidders capability to support the RFP scope and based on the presentation
 - o) SBICAP reserves the right to evaluate the bids on technical & functional parameters including factory visit, client site visit and witness demos of the system and verify functionalities, response times, public documents, Market Share, OEM establishment blogs. Group Company experience with product etc.
 - p) SBICAP will evaluate the technical and functional specification of all the equipment quoted by the Bidder.
 - q) During evaluation and comparison of bids, SBICAP 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
 - r) Eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for Commercial BID
- iv. Technical Bid will be assigned a technical weightage. Only the bidders who overall score a Technical score of 70 % or more will qualify for commercial bid evaluation. The minimum score for individual component should also not be less than 70% individually against their weightages.
- v. The Final technical score of the Bidder shall be calculated as follows -

<p><i>Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)</i></p>
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2.2 Commercial evaluation

- i. The bidder is required to give their lowest possible price in commercial bid

- ii. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at owner's discretion
- iii. The Commercial Bids of the technically qualified bidders shall be calculated as follows -

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

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

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

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

Note: -

- **SBICAP may changes the bid evaluation criteria at its own discretion after receipt of bids from competent bidder. SBICAP also reserves the rights to remove component from Commercial bid for evaluation purpose and for releasing the work order for partial scope.**
- Sbicaps will reserves the right to remove any component from the above items and raise the partial PO.

FINAL EVALUATION: -

- The technically qualified Bidders will eligible for Commercial round. The bidder is required to submit lowest bid accordingly successful bidder will be selected based on the Techno Commercial weightages i.e. 70% for Technical and 30% for Commercial.
- SBICAP reserves the rights to conduct Reverse Auction at its own discretion that will be conducted by an Auction company authorized by SBICAP. Specific rules for this particular event viz, date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating Bidders before the event. The Bidders should furnish prices for the project in their Commercial Bid to facilitate finalizing the start bid for Reverse auction" under e-Procurement process.
- In the event of RA, the lowest commercial offers (total cost) will be taken as the starting bid of the Reverse Auction and not for deciding the L-1 status. Bidders should note that the lowest commercial bid is considered for the purpose of conducting „Reverse auction process only. The L-1 Bidder will be decided only later, on finalization of prices through Reverse auction.
- After the reverse auction is completed, the scores of both technical evaluation and commercial evaluation would be calculated on 70:30 basis (70% Weightage to technical and 30% Weightage to commercial).

- SBICAP reserve the complete rights to issue a full or partial purchase order or to subtract any component from the proposed solution/ BILL OF MATERIAL at its own discretion.

2.3 Contacting the Company

- 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.
- 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.

2.4 Award Criteria

- Company will notify successful Bidder (TC1/L1) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Company within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

2.5 Powers to Vary or Omit 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 Company. The Company shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Company thereof in writing with reasons for holding such opinion and Company shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Company confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- In any case in which the successful Bidder has received instructions from the Company as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a

disagreement as to the reasonableness of the said sum, the decision of the Company shall prevail.

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

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

2.7 Contract Amendments

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

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

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

2.9 System Integration Testing

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

2.10 Services

- i. All professional services necessary to successfully implement the proposed Solution will be part of the RFP/contract.
- ii. The Bidder should also submit as part of technical Bid an overview of approach.
- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Company.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

2.11 Penalties & SLA

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

2.12 Right to verification

The Company reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job

2.13 Purchase Price

- i. Price Bid shall be as per the format given in **Annexure J** Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between the Owner and the Bidder.
- ii. Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers all the Bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.
- iii. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - a) Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
 - b) The order will be placed for total Cost of three years.
 - c) The applicable TDS will be deducted at the time of payment of invoices.
 - d) Terms of payment are given in **Section 4.1** of this RFP document.
 - e) Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
 - f) The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies viz. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
 - g) The migration price shall also be applicable to SBICAP group companies.

2.14 Inspection and Quality control tests

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

- iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance testing will be carried out as per requirement of the Company.

2.15 Acceptance Testing Criteria

- The acceptance / performance test will be performed within a week after completion of installation and commissioning of all the components of the solution at the sites of installation as per schedule of requirement. Complete hardware and/or Software, as specified in the Purchase Order must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by SBICAP. The acceptance will involve trouble-free operation for seven consecutive days at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to SBICAP. No malfunction, partial or complete failure of any part of hardware or software is expected to occur. The Bidder shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of SBICAP, the successful completion of the test specified. In case of any discrepancy in the hardware & associated software supplied, SBICAP reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software and the Bidder shall take back Bidder equipment at Bidders' cost and risk. The Bidder shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by SBICAP will be borne by the Bidder and the asset insured in the name of the SBICAP. The Bidder shall provide the insurance certificates for insurance of the 'Bidder Supplied Equipment' to SBICAP along with supply of Equipment.
- The Installation cum Acceptance Test and Check certificates jointly signed by representative of the Bidder and official of SBICAP.
- In all cases, the Bidder shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming hardware/software, unless such failure is due to reasons entirely attributable to SBICAP.
- In the event of hardware and software failing to pass the acceptance tests, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance tests, failing which SBICAP reserves the right to get the equipment replaced by the Bidder at no extra cost to SBICAP or to cancel the order and recall all the payments with interest at 15% per annum from the date of the respective payments till the time of actual receipt of refund.
- Performance Criteria for the Components are as follows
 - a. Firewall- Performance,
 - b. Site categorisation, Features Compliance, Migration of Rules, Configuration, DMZ zoning, High Availability etc.

2.16 Validity of Agreement

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

2.17 Limitation of liability

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

2.18 Confidentiality

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

2.19 Delay in the Vendor performance

If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely performance of Services as proposed and accepted by SBICAP, the Vendor shall promptly notify the Company in writing of the fact of the delay, it's likely

duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Company shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

2.20 Vendor's obligations

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

2.21 Technical Documentation

- i. The Vendor shall deliver the following documents to the Company user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, etc.
- ii. The Vendor shall also provide the MIS reports as per requirements of the Company. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Company, free of cost in timely manner.

2.22 Liquidated damages:

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

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

2.23 Conflict of Interest:

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

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

Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

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

2.24 Fraud and corrupt practices

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

case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Company in relation to any matter concerning the Project;

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

2.25 Termination by default

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

- a. If the Vendor fails to perform the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company; or If the vendor fails to perform any other obligation(s) under the contract; or
 - b. Laxity in adherence to standards laid down by the Company; or
 - c. Discrepancies/deviations in the agreed processes and/or Software Solution; or
 - d. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Company terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Company for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
 - iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Company's data or any other relevant information to the Company in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Company.

- iv. During the transition, the Vendor shall also support the Company on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Company's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Company at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Company shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Company, at no extra cost to the Company, for ensuring smooth switch over and continuity of services.

2.26 Force Majeure

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

2.27 Termination for Insolvency:

The Company may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such

termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

2.28 Termination for Convenience:

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

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

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

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

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

2.30 Governing Language:

The governing language shall be English.

2.31 Applicable Laws:

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

2.32 Taxes and Duties:

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and

statutory levies such as GST /Service tax, VAT/ Sales tax, Excise duty, Custom duty, etc. should be specified in the separate sheet **(Annexure- J)**.

- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Company shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure- J** will be payable by the Company on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure- J** are replaced by the new legislation of Government, same shall be borne by the Company. The Company shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure- J**. The bidder may modify the format in case of any missing milestone at necessary price which is required for this project to complete.
- d. The insurance shall be in an amount equal to 110 % of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by SBICAP
- e. Should any loss or damage occur, the Bidder shall: -
 - initiate and pursue claim till settlement and
 - promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.
- f. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- g. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- h. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

2.33 Tax deduction at Source

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall effect such deductions from the payment due to the

Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

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

2.34 Bid Currency

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

2.35 Tender Cancellation

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

2.36 Replacement of Appliance on account of Performance Issues.

The Technical Specifications with respect Performance parameter mentioned in the Annexure B is tentative and minimum specifications. The bidder is required to size the firewall for each location for SBICAP 5 years requirements considering their NGFW Architecture and Technology of handling the traffic and all other aspects. In case of any performance issues occurred during the contracted period the bidder is required to replace the appliance with new and higher configuration appliance without any additional cost to SBICAP.

3 Roles & Responsibilities of Stakeholders

3.1 Scope of Work (SOW)

Supply of Hardware and Software

- The Bidder shall supply the hardware and software as per the SBICAP Technical specification compliance sheet- **Annexure-B.**
- The Technical Specifications with respect Performance parameter mentioned in the Annexure B is tentative and minimum specifications. The bidder is required to size the firewall /APT solution for each location considering the Sizing Parameters and SBICAP requirements for next 5 years.
- The bidder shall provide onsite installation support at Mumbai and DR (HYD) location. For remote location partner can support through Channel partner or remotely.
- The bidder shall provide offshore L1-L3 support during 3 years warranty.

OFFSHORE SUPPORT AND MAINTENANCE FOR THE PROPOSED SOLUTION

- a. The vendor shall carryout the HA Drills (once in a year) as per IS policy and generate reports for compliance during contracted period and warranty period.
- b. The vendor shall implement and maintain, update SCD, SOP, Technical configuration/Architecture Documentations, versions for all the components on timely basis during contracted period and warranty period.
- c. SBICAP conduct the quarterly VAPT from external vendors. The vendor shall fix the vulnerabilities for all the components of the proposed solution for software and hardware components supplied under this RFP scope during the contracted period.
- d. The service window for SBICAP is **from 10.00 am to 6.45 pm** from Monday to Friday. At emergency situations, the Vendor shall support on Public Holidays and Sundays. The OEM warranty for the product should cover for 24x7x365
- e. The Vendor shall perform all necessary firmware, BIOS updates for proposed solutions and its components before productionising the components.

3.2 End of sale and End of support

The hardware supplied as part of this contract should not be declared End of Sale for period of 5 years from last date of submission of bids and should not be End of support for at least 7 years from the date of sign-off.

4 Payment Schedule

4.1 Payment milestones

Sl. No.	Milestone	% of amount to be paid
1.	No Advance payment	-
2.	Hardware and Software Cost, Bidder Support Cost after sign-off and acceptance of solution – 3 years and of One Time Charges	100% After Sign off
Year 4		
3.	Hardware and Software, Bidders Support Cost	100% in advance
Year 5		
4.	Hardware and Software, Bidders Support Cost	100% in advance

4.2 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. If there is any exception / deviation, same should be mentioned in **Annexure I Exception and Deviations**. An exception / deviation mentioned elsewhere will

not be considered and such terms and conditions will be construed as complied as per the requirements specified in the RFP.

4.3 Termination of Services of Support

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

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

4.4 RFP Modification

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

4.5 Interest Liability

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