



REQUEST FOR PROPOSAL (RFP)

**SUPPLY, IMPLEMENTATION, COMMISSIONING AND MAINTENANCE BREACH ATTACK
SIMULATION SOLUTION**

SBI Capital Markets Ltd

Ref: RFP no. CO/IT/2414

Date: 21-Feb-2025

Technical Bid Comprises of

All Annexures

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Annexure- A-Bid Covering Letter

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

Dear Sir,

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

SBI Capital Market Ltd,

1501 A/B, Parinee Crescenzo

Bandra Kurla Complex,

Mumbai – 400 051

Dear Sir,

Ref: RFP No. _____

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 SBICAP and we offer _____ to

_____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 on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The 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 Products/Services mentioned in this RFP in our indicative price Bid.
 - The rate quoted in price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SBICAP, 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 SBICAP, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, SBICAP will have the right to disqualify us from the RFP.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by SBICAP.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement, scope of work and the related annexures/addendums as per template available in this RFP and the rates quoted therein for the orders awarded by the SBICAP up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Commercial Bid. In case of declaration as successful Vendor, we undertake to complete the formalities as specified in this RFP.
- ix. Till execution of a formal contract, the RFP, along with the SBICAP’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on SBICAP and us.
- x. 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.
- xi. We hereby certify that our name does not appear in any “Caution” list of RBI / SEBI or any other regulatory body for outsourcing activity.

xii. 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.

xiii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support centre and level 3 escalation (highest) located in India. <strike out if not applicable>

xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with SBICAP for more than 6 months from the date of issue of purchase order.

xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by SBICAP to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by SBICAP in the RFP document.

Dated this day of 2025

(Signature) (Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the Company

Annexure B- Technical Specification and Compliance

Pls refer Annexure B – Technical and Compliance sheet and submit the same along with technical BID

Annexure-C- Undertaking

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

To:

The Head, Information Technology

SBI Capital Markets Limited

1501 A/B, Parinee Crescenzo, Bandra Kurla Complex, Mumbai – 400 051

Dear Sir,

Ref: SBICAP/IT/RFP/xx **dated:** xxxx

Sub: Undertaking of Authenticity for Hardware & Software Supplies

With reference to the equipment being quoted to you vide your RFP, we hereby confirm that all the components / parts / assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts/ assembly / software shall be supplied or shall be used and will be supported back to back by OEM for the period of 7 years from the date of commissioning the equipment and subsequent sign off from SBICAP. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation.

We also confirm that in respect of licensed systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate (e.g. Product keys from the respective OEM)

In case of default and SBICAP finds that the above conditions are not complied with, we agree to take back the equipment/components supplied and return the money paid by you, in full within seven days of intimation of the same by SBICAP, without demur or any reference to a third party and without prejudice to any remedies SBICAP may deem fit.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the equipment without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this _____ day of _____ 2024

(Signature)

(Name)

(In the capacity of)

Annexure-D- Service Level Agreement

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

EXPECTED SERVICE DELIVERY

Priority	Response Time	Resolution Time	Definition	Penalty
Level 1 (P1) - Critical	1 hour	2 Hours	Absence of Onsite Resource, The issue is severe in nature and prevents users from making operational use of the solution,	Per Day Charges will be deducted from monthly billing
Level -2	2 hours	8 hours	The issue is severe in nature, but with some manageable workarounds The issue is severe in nature, but with some manageable workarounds.	Rs. 2000 per every 4 hours
Level 2 (P2) - High	4 hours	1 Day	Delay in Observation Report Submission along with mitigation beyond 1 Day	1000 per Day
Level 3 (P3) - Medium	3 Hours	24 Hours	High Severity Security Vulnerabilities Points/ Penetration Testing points closure related to OEMs software, version upgrade, Patch upgrade related issues	Rs 2000 per open observation. Rs. 1000 per day

Service level Expectations

The penalty for a year shall not exceed 5% of Annual Bidders Subscription cost. The penalty charges will be adjusted from Monthly Resource Billing.

Further, SBICAPS shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty in Bank Guarantee.

1. The bidder shall propose **subscription licenses** and support/subscription services from the OEM with unlimited number of support requests, remote support, and access to product updates/upgrades and 24x7 support.
2. In case SBICAP is not satisfied with the maintenance services provided by the Bidder and/or its employees etc. at any point of time, the Contract is liable to be terminated by giving 60 days' notice. Any decision in this regard of SBICAP shall be final, conclusive and binding on the Bidder.
3. The vendor shall warrant software against defects arising out of faulty design, materials, and media workmanship etc. for a period of seven years from the date of sign off.

4. During the term of the contract, the VENDOR shall maintain the software/equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
5. Free maintenance services during the period of warranty and contracted period. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

SUPPORT AND MAINTENANCE FOR THE PROPOSED SOLUTION - 5 YEARS

- a. All the hardware and software components supplied under these RFP, should be under direct support and warranty with respective OEM.
- b. SBICAP should be in position to raise trouble ticket with OEMs
- c. The Bidder and its OEM is required to provide end to end support which will be applicable from the date of sign-off the project.
- d. SBICAPS shall reserves the rights to Audit the BAS Software/Infrastructure platform. The reported Vulnerabilities shall be closed by Software OEM within 1 weeks of time. In case Audit Right is not permitted to SBICAPS external consultant, Software OEM should conduct the VA&PT of their software and infrastructure on quarterly basis and shall provide necessary reports to SBICAPS as and when required.
- e. The service window for SBICAP is **from 10.00 am to 6.45 pm** from Monday to Friday and on. at emergency situations, the Vendor shall support on Public Holidays and Sundays.

CONFIDENTIALITY

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to SBICAP will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the SBICAP in divulging the information by the employees of the VENDOR, the SBICAP shall be indemnified. The VENDOR agrees to maintain the confidentiality of the SBICAP's information after the termination of the agreement also. The VENDOR/SBICAP will treat as confidential all data and information about the ENDOR/SBICAP/ Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party

TERMINATION

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 SBICAP at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the SBICAP 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 SBICAP, at no extra cost to the SBICAP, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of 1% of the contract value on demand to the SBICAP, which may be settled from the payment of invoices for the contracted period.

Dated this _____ day of _____ 2024

(Signature)

(Name)

(In the capacity of)

Annexure-E- EMD (Not Applicable)

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

EMD BANK GUARANTEE FOR SUPPLY, DELIVERY OF EQUIPMENTS/COMPONENTS AS ARE SET OUT IN THE SBICAP RFP NO. Ref: SBICAP/IT/RFP/xxxx dated: xxxxx

WHEREAS Sbi Capital Markets Ltd (SBICAP), having its Corporate Office at Cuffe Parade has invited Request for Proposal for supply, delivery of equipment/components to SBI Capital Markets Ltd. and such services as are set out in the SBI Capital Markets Ltd., Request for Proposal **SBICAP/IT/RFP/xxxx dated: xxxxxx**

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT We _____ (Bank) do hereby agree with and undertake to the SBI Capital Markets Ltd., their Successors, assigns that in the event of the SBICAP coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the SBI, pay without demur to the SBICAP, a sum of Rs. _____/- (Rupees _____ Only) or any lower amount that may be demanded by SBI Capital Markets Ltd. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said conditions, provided,

however, that our liability against such sum shall not exceed the sum of Rs. _____/- (Rupees _____ Only).

We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBICAP on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBICAP shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBICAP under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the SBICAP.

We hereby further agree that

- a) Any forbearance or commission on the part of the SBICAP in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure

to do so, by payment to us of the sum not exceeding Rs._____/ - (Rupees _____ Only)

- b) Our liability under these presents shall not exceed the sum of Rs._____/ - (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to 180 days provided that if so desired by the SBICAP, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBICAP alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

Authorized official.

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

Annexure-F- MFA

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

To:
The Head, Information Technology
SBI Capital Markets Ltd.
Cuffe Parade,
Mumbai 400005

Dear Sir,

Ref: SBICAP/IT/RFP/xxxx dated: xxxxxxxxxx

Sub: MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

Dear Sir: We who are established and reputable manufacturers / producers of _____ having factories / development facilities at (address of factory / facility) do hereby authorise M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

(a) Such Products as SBICAP may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and

(b) in the event of termination of production of such Products:

(i) advance notification to SBICAP of the pending termination, in sufficient time to permit SBICAP to procure needed requirements; and

(ii) following such termination, furnishing at no cost to SBICAP, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

1. We duly authorise the said firm to act on our behalf in fulfilling all Technical support and maintenance obligations required by the contract. Yours faithfully, (Name of Manufacturer / Producers) Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Yours faithfully,

Authorized official.

(Signature)

(Name)

(In the capacity of)

Annexure-G- Eligibility Criteria

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

To:

The Head, Information Technology

1501 A/B, Parinee Crescenzo, Bandra Kurla Complex, Mumbai – 400 051

We confirm that we comply with the eligibility criteria mentioned in Section 1.3 of RFP Document are acceptable to us.

Kindly Provide the same as per the format mentioned in Section 1.3 of Main RFP Document

Dated this _____ day of _____ 2024

(Signature)

(Name)

(In the capacity of)

Annexure-H- Bidders Profile

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

To be provided in Excel File As per Annexure- H in Excel File

Annexure-I- Client Citation

(to be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

Customer References (at least 3) for each of proposed BAS implemented solution in last 5 years for feedback purpose

S/N	Customer Name (Reference 1)	
1	Contact Person	
	Email Id	
	Mobile number	
2	Details of Implementation Scope of Project (It is expected that the Bidder will provide the details for each of the implementations separately covering the complete scope of work.)	
3	Start Date	
4	Completion Date	
5	Location and Employee strength	

S/N	Customer Name (Reference 2)	
1	Contact Person	
	Email Id	
	Mobile number	
2	Details of Implementation Scope of Project (It is expected that the Bidder will provide the details for each of the implementations separately covering the complete scope of work.)	
3	Start Date	
4	Completion Date	

S/N	Customer Name (Reference 3)	
1	Contact Person	
	Email Id	
	Mobile number	
2	Details of Implementation Scope of Project (It is expected that the Bidder will provide the details for each of the implementations separately covering the complete scope of work.)	
3	Start Date	
4	Completion Date	

Previous experience with SBI or its group companies

S/N	Customer Name (Reference 1)	
1	Contact Person	
	Email Id	
	Mobile number	
2	Details of Implementation Scope of Project (It is expected that the Bidder will provide the details for each of the implementations separately covering the complete scope of work.)	
3	Start Date	
4	Completion Date	

A Committee of officials from SBICAPS may also carry out telephonic Interviews with the existing customers of the Bidder/OEM. The input received from the Customer will be considered by SBICAPS and this may not need any documentary evidence. This rating will be based purely on the input provided by the customers of the bidders.

Annexure-K- NDA

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is made effective as of (“**Effective Date**”)

Between

_____, a Company registered under the Companies Act, 1956 of India and having its registered office at _____

(hereinafter referred to as “**Company**”)

AND

SBI Capital Markets Ltd, a Company registered under the Company’s Act 1956 of India and having its registered office at **202, Maker Tower, Cuffe Parade, Mumbai-400005, MH, India** (hereinafter referred to as “**Company**”)(each party shall be referred to separately as a "Party" and collectively as the "Parties").

WHEREAS, the Parties desire to explore entering into a business relationship pursuant to which Confidential Information (as defined below) belonging to each Party may be transmitted to the other Party for review and evaluation and the receiving Party agrees to provide appropriate safeguards to protect the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

1. No Joint Venture. The Parties agree that this Agreement is for the purpose of protecting Confidential Information (as defined herein) only. This Agreement is not a joint venture or other such business arrangement; and any agreement between the Parties as to joint business activities will be set forth in subsequent written agreements.

2. Definition of Confidential Information. The term "Confidential Information" shall mean all non-public information, data and specifications furnished by a Party to the other Party, whether before or after the date hereof and whether in oral (if communicated orally then it should be subsequently recorded in writing within thirty (30) days of its disclosure,) written, electronic or graphic format, including, but not limited to, information constituting a trade secret , financial information, business plans, strategic and marketing plans, pricing information, designs, procedures, methods of operation, formulas, data flow analyses, drawings, sketches, product specifications, schematics, discoveries, inventions, research and development, improvements, source code and object code, concepts, ideas, processes, know-how, documentation, patterns, parts lists, blueprints, circuit diagrams, devices, prototypes and models. Confidential Information shall not include such information, data and materials as the disclosing Party agrees in writing is not proprietary or confidential to that Party or which: (i) is or becomes publicly available by other than unauthorized disclosure by the receiving Party; (ii) is independently developed by the receiving Party without use of any Confidential Information; or (iii) is received from a third party who has

lawfully obtained such Confidential Information without a confidentiality restriction. All copies of Confidential Information, or parts thereof, made by either Party shall also be considered Confidential Information.

3. Agreement to Maintain Confidentiality. Each Party agrees that it will keep the other Party's Confidential Information strictly confidential and that the Confidential Information will not, without the prior written consent of the disclosing party, be disclosed by the recipient Party or its Representatives (as defined below) in any manner whatsoever, in whole or in part, and that the Confidential Information will not be used by the recipient Party or by its Representatives other than as express SBICAP permitted herein. Each Party shall exercise at least the same degree of care to protect the confidentiality of the other Party's Confidential Information which it exercises to protect the confidentiality of its own similar Confidential Information, but in no event less than reasonable care. Neither party shall show nor otherwise disclose such Confidential Information to any third parties, including, but not limited to, independent contractors and consultants, without the prior written consent of the disclosing Party; provided, however, that each receiving Party may provide use and access of the Confidential Information to its bona fide employees, agents, officers, directors, attorneys and accountants (collectively, the "Representatives") who have a need to know such Confidential Information for purposes of conducting the Party's review and to determine whether it desires to pursue a business relationship with the other Party. Each Party shall by appropriate instruction or agreement inform its Representatives of such Party's obligations under this Agreement. Each Party shall be responsible for any unauthorized use, reproduction or disclosure of Confidential Information by any of its Representatives. Neither Party shall use the other Party's Confidential Information, in whole or in part, in developing any product or service or component thereof for its benefit or for the benefit of or on behalf of any third party without the prior written consent of the disclosing Party. Under no circumstances may either Party decompile, disassemble, reverse engineer, plagiarize or "unlock" any products (including computer programs), prototypes or models furnished to such Party by the other Party. In any event, the recipient Party shall be fully liable to the disclosing Party for any loss, liability or damages incurred by the disclosing Party as a result of any breach of this Agreement by the recipient Party or its Representatives.

4. Proprietary Legends. No Party shall remove any copyright or other proprietary rights notice attached to or included in any Confidential Information. Each Party shall reproduce all such notices on any copies such Party makes of Confidential Information. Neither Party shall alter, translate, adapt, plagiarize or make any modifications to or prepare derivative works of the Confidential Information or the proprietary legends.

5. Proprietary Rights. All right, title, and interest in and to the Confidential Information and any Trade Secrets or other intellectual property rights embodied therein are retained by the disclosing Party. Nothing contained in this Agreement shall be construed as granting or transferring to or conferring upon the receiving Party rights in the disclosing Party's Confidential Information not possessed by such Party prior to this Agreement. This agreement does not obligate either party to disclose confidential information to the other party.

6. Requests for Confidential Information. If required by order of any court of competent jurisdiction or other governmental authority, the receiving Party may disclose to such authority data, information or materials involving or pertaining to Confidential Information to the extent required by such order, provided that the receiving Party shall first have used its best efforts to obtain a protective order

reasonably satisfactory to the disclosing Party sufficient to maintain the confidentiality of such data, information or materials.

7. Return of Confidential Information. Upon either Party's request or upon completion of the review and evaluation of the Confidential Information, each Party will return to the other Party all Confidential Information in tangible form, whether reduced to such form by either Party, including all copies thereof and each Party, at its expense, will destroy all electronic copies of the Confidential Information received from the disclosing party or made by such Party and will so certify in writing to the disclosing party.

8. Legal and Equitable Relief. Each Party hereby acknowledges and agrees that the other Party considers its Confidential Information to be a commercially valuable, confidential asset of such Party, reflecting the investment of considerable time, effort and money in the development of the design and specifications and marketing strategies for various products or services. In the event of any actual or threatened violations or breaches of this Agreement by a Party or by such Party's Representatives, the Party agrees that the other Party shall be entitled to all legal and equitable remedies afforded it by law, including an injunction or any appropriate decree of specific performance without the necessity of such Party showing actual damages or that monetary damages would not afford an adequate remedy. In addition to any and all other forms of relief, a Party may recover from the breaching Party all reasonable costs and attorneys' fees incurred in seeking any such legal or equitable remedy.

9. Loss, Theft or Unauthorized Disclosure. Each Party will immediately notify the other Party of any theft or unauthorized disclosure, reproduction or use of any Confidential Information, or any part of such information, of which such Party has knowledge. A Party shall include in such notice the name, title and business address of any person, whether or not employed by such Party whom such Party reasonably believes has unauthorized possession of or made unauthorized disclosure, reproduction or use of Confidential Information. Such notice shall be sent to the other Party by registered or certified mail at its address set forth in Section 10 below.

10. Notice. All notices, demands or other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, sent by first class mail, all postage and other charges prepaid or mailed by certified mail, return receipt requested, with postage prepaid to the addresses set forth on the signature page. Notice sent by first class mail shall be deemed effective as of the fourth (4th) business day following the date of mailing.

11. Term. This Agreement shall become effective on the date shown above and remain in force for the period of 3 Years. The termination of this Agreement shall not affect the protection afforded by this Agreement for the Confidentiality Period. Notwithstanding any termination, the obligations of Recipient concerning confidentiality shall terminate one (1) year following the termination of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other

written promises shall be binding. All other prior agreements or understandings related to the subject hereof between the parties, whether written or oral, shall be null and void and of no further force and effect upon the execution of this Agreement.

13. Amendment. This Agreement shall not be modified except by a written instrument signed by both parties.

14. Severability. If any severable provision of this Agreement is deemed invalid or unenforceable by any judgment of a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

15. No Assignment. Neither party may assign this Agreement. The obligations of the parties under this Agreement shall not terminate upon any attempted assignment.

16. Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in the courts of Mumbai.

18. Authority to Contract. Each party represents that it has the full power and authority to enter into this Agreement and to grant the rights herein conveyed. Each party further represents that it has not entered, nor will it enter, into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

19. Non Solicitation. Each party confirms that till the termination and / or expiration of this Agreement and thereafter for a period of one year following, either party or its personnel shall not knowingly solicit any employee of other party & shall not become employee of other party.

20. General. This Agreement is binding on the party's heirs, successors and permitted assigns. This Agreement is the result of an arms-length bargain between the parties. The terms of this Agreement shall not be construed against the drafter.

21. Counterparts. This Agreement may be exercised in any one or number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first specified above.

Annexure-L- Performance Bank Guarantee

To,

SBI CAPITAL MARKETS LTD
202, Maker Tower, Cuffe Parade

Mumbai – 400005.

This Deed of Guarantee made at Mumbai on this XXXXXX day of XXXXXXX, 20XX by M/s XXXXXXXXXXXXXXX, a company registered under the Companies Act 1956 having its registered office at XXXXXXXXXXXXXXXXXXXX, India (hereinafter referred to as 'Vendor' which expression shall include its successors and assigns) in favour of M/s SBI Capital Markets Limited having its registered office at 202-Maker Tower, Cuffe Parade, Mumbai – 400 005 (hereinafter referred to as 'Purchaser' which expression shall include its successors and assigns)

Whereas

The Vendor and Purchaser have entered into an agreement dated _____ (hereinafter referred to as "the said agreement") for supply and installation of XXXXXXX (**Material**) at XXXXXXX (**Address**) vide Purchase order number XXXXXXX dated XXXXX (if claim is against a single purchase order else should be mentioned in tabular format if claim is against multiple purchase orders). It has been agreed that a payment of Rs. XXXXXXX (Rupees XXXXXXXXXXX only) including the applicable taxes and all levies as applicable will be made to the Vendor for supply of XXXXXXX (**Material**). As per the payment terms 90% of the total invoice (Mention the invoice number, invoice date, invoice value, 90% and 10% value, if it is a single invoice or in tabular format in case of multiple invoices) value including the taxes and levies i.e. Rs. XXXXXXX/- (Rupees XXXXXXXXXXX only) will be made within 30 days of receipt of the original invoice duly signed and stamped, along with the installation report and other necessary documents (after supply and satisfactory installation of hardware). The balance 10% of amount i.e. Rs. XXXXXXX (Rupees XXXXXXXXXXXXXXX only) shall be payable by the Purchaser to the Vendor only on furnishing the performance bank guarantee from a scheduled bank in favour of the Purchaser by the Vendor or after the expiry of the warranty period.

The Vendor, the constituent of the bank has accepted the Purchase Order No. XXXXXXXXXXXXXXX dated XXXXXX from the Purchaser whereby the Vendor has agreed to supply, install and commission XXXXXXX (**Material supplied**), each in accordance with specifications, more particularly described in Purchase Order on terms and conditions therein contained, (the purchase order is hereinafter referred to as the "Said Order")

It is one of the terms of the said conditions that upon successful delivery, installation and acceptance from the Purchaser of each such items as mentioned XXXXXXX (**Material**) (hereinafter referred to as "the said equipment) in accordance with the provision of clause "**Payment**" or "**Terms of Payment**" of the Said Order, the Purchaser shall pay the final balance of 10% of the total price to the Vendor subject to the Vendor furnishing a Bank Guarantee from a Scheduled Bank for performance in favour of the Purchaser thereby guaranteeing the satisfactory performance and execution of the Said Order.

The Bank has at the request of the Vendor agreed to give in favour of the Purchaser performance guarantee as above and has requested the Purchaser to pay to the Vendor the final balance of 10% of the total price for the said equipment in terms of the said agreement.

The Purchaser has accordingly agreed to pay to the Vendor a sum of Rs. XXXXXXXXXX (Rupees XXXXXXXXXXXXXXXXXXXX Only) being 10% of the balance total price in respect of the said equipment.

XXXXXXXXXXXXXXXXXXXX Bank having its office at XXXXXXXXXXXXXXXXXXXX has at the request of the Vendor has agreed to give the guarantee as hereinafter contained:

IN CONSIDERATION of the Purchaser at the request of the Bank, having agreed to pay to the Vendor the said sum of Rs. XXXXXXXXXX (Rupees XXXXXXXXXXXXXXXXXXXX only) the balance 10% of the total price of the said equipment, we the Bank, hereby unconditionally and irrevocably guarantee and undertake that the Vendor shall satisfactorily execute the terms of the said Order and ensure satisfactory performance of the equipment supplied for a period up to XXXXXXXX (**Date of Expiry of Warranty**) from the date of formal acceptance by the Purchaser of the equipment as laid down in the said Order, more particularly if the equipment / components has been imported in violation of any rules or regulation imposed by the Government, the system software supplied are in violation of any copyright / license and the said equipment is kept out of order by Vendor due to any hardware / software problem continuously for a period of a fortnight, we **NAME OF THE BANK** shall on demand(s) from the Purchaser without protest or demur or without reference to the Vendor and notwithstanding any contestation or existence of any dispute whatsoever between the Vendor and Purchaser pay to the Purchaser forthwith the sum of Rs. XXXXXXXXXX (Rupees XXXXXXXXXXXXXXXXXXXX only).

Any such demand from the Purchaser shall be conclusive as regards the liability of Vendor or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Vendor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Vendor and Purchaser regarding the claim.

We, the XXXXXXXX (**NAME OF THE BANK**), hereby further agree & declare that

Any neglect or forbearance on the part of the Purchaser to the Vendor or any indulgence of any kind shown by the Purchaser or any change in the terms and conditions mutually agreed between the Vendor and the Purchaser shall not in any way release or discharge the Bank from its liabilities.

The guarantee herein contained shall be distinct and independent and shall be enforced against the bank notwithstanding any other guarantee or security now or hereinafter held by the Purchaser at its discretion shall at the time when this guarantee is invoked be outstanding or not enforce.

The guarantee shall not be affected by any infirmity or irregularity in the exercise of the guaranteeing powers by or on behalf of our bank or by merger or amalgamation or any change in the constitution or name of the bank.

As in between the Vendor and the Purchaser, we are the principal debtor to the Purchaser.

This guarantee shall not be affected by any change in the constitution of the Vendor or the Purchaser and shall be discharged only if the Purchaser is satisfied about the performance of the said equipment by fulfilling the criteria as to the uptime and performance of the said equipment as laid in the said agreement or by payment of the sum guaranteed hereunder to the Purchaser as the case may be.

This guarantee shall be in addition to and not in substitution for any other or of the said consignment.

Any notice/communication from the Purchaser to the effect there has been failure of the equipment to perform and satisfied the criteria as to the uptime performance of the said equipment laid down in the agreement shall be conclusive, final binding on the bank and shall not be questioned by the bank in or outside the court, tribunal authority or arbitration as the case may be. Any notice/communication by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the bank addressed as foresaid and if sent by post, it shall be deemed to have been given at the time when given shall be conclusive.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. XXXXXXXXXX (Rupees XXXXXXXXXXXXXXXXXXXXXXXXXX only).

This guarantee shall remain valid until **XXXXXX (DATE OF VALIDITY OF WARRANTY OF THE PRODUCT)**, or and after which, ceases to be effect in all respect whether or not original bank guarantee is returned to us.

We are liable to pay the guarantee amount or any part thereof under this bank guarantee only if you serve upon us written claim or demand on or before **XXXXXX DATE OF VALIDITY OF WARRANTY OF THE PRODUCT**.

The Bank further agrees that the Purchaser shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by Purchaser against the Vendor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Vendor or through any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

The Bank guarantees under its constitutional power to give this guarantee and **XXXXXXXXXXXXX (NAME OF THE AUTHORIZED SIGNATORY)**, who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official along with the Bank Seal)

Dated: **XXXXXXXXXX** at **XXXXXXXXXX**

Annexure-M- Scoring Pattern

S/N	Criteria	Criteria Description	Weightage %
1	Bidders & OEM Company Position in the Industry	Bidders Profile & Expertise in Proposed Solution and setting up Infrastructure requirements Company Stability, Market Review, Expertise in proposed solution, Future Road map	20
2	Satisfactory Client References	Quality of Work and Client experience Proven success in migration and implementing proposed solution BFSI Clients is preferred or Enterprise class customers/Private/PSU Organisations	10
3	SBI Group previous experience with Bidder	Quality of Work and Client experience Proven success in migration and implementing proposed solution in SBI Group	5
4	Understanding of the Scope of Work of this requirement	Comprehensive migration project plan with technical details on how the vendor will migrate current contents seamlessly to Virtualise setup POC/demonstration of the proposed solution and ease of use, Proposed architecture, Presentation and timelines	5
5	Proposed Solution Software, Presentation, Capability, Clienttels	Proposed Solution Make/Model/Launch Date/ Previous Experience of SBI Group companies/ After Sale Support/ Position in Gartner/ Architecture for/Methodologies/Feature/Industry feedback etc	60

Note- The above scoring criteria is indicative and SBICAP reserves the rights to changes at its own discretion. SBICAP shall not liable to give any justification regarding scoring assigned to various components supplied under this RFP.

Annexure-N- Sign -off Form

Date:

M/s. _____

Sub: Certificate of delivery, installation and commissioning

This is to certify that the Software Solution as detailed below has/have been successfully installed and commissioned in accordance with the Contract/specifications.

RFP No- _____

PO No. _____ dated _____

a) Description of the Solution _____

b) Quantity _____

c) Date of installation _____

d) Date of acceptance test _____

e) Date of commissioning _____

2. The installation and commissioning have been done to our entire satisfaction and staff have been trained to operate the Software Solution. Service Provider has fulfilled his contractual obligations satisfactorily

Signature _____

Name _____

Designation with stamp _____
