

REQUEST FOR PROPOSAL FOR

RFP for procurement of Threat Intelligence Attribution and Digital Risk Protection Subscription: (Open RFP)

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

Document	RFP for procurement of Threat Intelligence Attribution and Digital Risk Protection Subscription: (Open RFP)
RFP No.	SBI/GITC/SOC/2025-26/1340 (RFP -1340)
Date	16.05.2025
Contact	Usha Tiwari (Deputy manager) usha.tiwari@sbi.co.in



Schedule of Events

Sl	Particulars	Remarks
No		
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Shri M Muthu Venkatachalam (Chief Manager) <u>mmv@sbi.co.in</u> Mobile No.:9779595895 Pre-bid queries mail copy to be marked to dgm.soc@sbi.co.in; <u>agm4.soc@sbi.co.in</u> ;mmv@sbi.co.in
2	Last date for requesting clarification	Upto 16:00 Hrs. on 20.05.2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
3	Pre - bid Meeting at (venue)	16:00 Hrs. on 21.05.2025 at ISD, GITC, Belapur CBD, Navi Mumbai or over concall.
4	Last date and time for Bid	12:00 Hrs. on. 12.06.2025
4	submission	12:00 Hrs. on. 12:00:2025
5	Address for submission of Bids (Online submission)	https://etender.sbi/SBI
6	Date and Time of opening of	12:30 Hrs (time) on 12.06.2025
	Technical Bids	Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
7	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
8	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
9	Price Validity from the date of price discovery	180 days
10	Contact details of e-Procurement agency appointed for e- procurement	e-Procurement Technologies LTD – CMMI5 E-mail ID: <u>nandan.v@eptl.in</u> Landline No. : 079 6813 6820, 6850, 6857, 6848 Official Mobile No. : 9081000427 Ravi Sheladiya <u>ravi.s@auctiontiger.net</u> 07968136856

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11	Earnest Money Deposit	Not applicable
12 13		Not applicable e-Procurement Technologies LTD E-mail ID: nandan.v@eptl.in Official Mobile No.: 9081000427/ 9510813528/ 6354919566

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1. INVITATION TO BID:

- i. State Bank of India (herein after referred to as 'SBI/the Bank'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of SBG for procurement of <u>Threat Intelligence and Attribution & Digital Risk Protection subscription Services for 2 years.</u>
- i. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

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2. DISCLAIMER:

i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.

- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

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3. DEFINITIONS:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **"Bidder/Channel Partner"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. "Bid" means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

4. SCOPE OF WORK:

As given in Appendix-E of this document.

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

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- i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- ii. Service Provider shall ensure that only its authorized employees/representatives access the solution portal.
- iii. Service Provider shall be required to get the solution hardened/configured as per the Bank's prevailing standards and policy.
- iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- v. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B**, **Appendix-C & Appendix -E** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

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7. SELECTION PROCESS:

Evaluation of Price Bids and Finalization:

- i. Bidders who are willing to participate in the bidding process must have a valid digital signature certificate for participation in online reverse auction. Such Bidders will be trained by Bank's authorized service provider for the purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- ii. All the bidders who submitted bids and found eligible by the Bank must participate in online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given below;

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

- SBI Reverse auction/E-tender domain <u>https://etender.sbi/SBI</u>
- iii. If no bidder bids in the online reverse auction and if the L-1 indicative bid price is acceptable to the Bank, the Bank may accept the L-1 indicative bid price and select such bidder as L-1 bidder for the project. The bidder is bound by the price quoted by them. In case the L-1 indicative price is not acceptable to the Bank, the Bank reserves right to negotiate with the L-1 bidder. However, the discretion of the Bank is final.
- iv. Bidder participating in the Reverse Auction should ensure that the terms and conditions of this document and the SLA between SBI and them has been read and understood correctly.
- v. In case, the bidder does not provide resources and services after becoming L-1 bidder, which results into non-execution of the project, the vendor may be debarred from participation in future bids called by the Bank, as per the sole discretion of the Bank. In such cases, the Bank reserves the right to cancel the bid without any intimation to any of the participating bidders.
- vi. The L-1 Bidder will be selected based on price quoted in the Online Reverse Auction.

The successful bidder after receipt of Purchase Order needs to execute SLA with required stamp duty.

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

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- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

9. CONTENTS OF BID DOCUMENT:

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

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

10. BID PREPARATION AND SUBMISSION:

The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for providing of Threat Intelligence and Darkweb Digital Monitoring

Services . in response to the SBI/GITC/SOC/2025-26/1340 (RFP –1340)Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (c) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B & Appendix -E** and technical eligibility criteria on the lines of **Appendix-C**.
- (d) Bidder's details as per **Appendix-D** on Bidder's letter head.
- (e) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (f) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- (g) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under Appendix-B.
- Indicative Price Bid for providing of Threat Intelligence and Darkweb Digital Monitoring Services in response to the RFP No. SBI/GITC/SOC/2025-26/1340 (RFP -1340)Dated: 16.05.2025 should contain only indicative Price Bid strictly on the lines of Appendix-F. The Indicative Price must include all the price components mentioned. Prices are to be quoted in <u>Indian Rupees</u> only.

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ii. Bidders may please note:

(a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.

- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (1) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

DEADLINE FOR SUBMISSION OF BIDS:

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- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".
- ii. The Bidder shall submit the supporting evidences for technical qualifications as enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

11. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.
- 12. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):
- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of

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validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

13. BID INTEGRITY:

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

14. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which

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conforms to all the terms and conditions of the RFP in toto, without any deviation.

- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

15. TECHNICAL EVALUATION:

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

16. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.

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- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

17. CONTACTING THE BANK:

i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.

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ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

18. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- ii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, for the validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- v. The successful Bidder shall be required to enter into a Contract within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website.
- **19. POWERS TO VARY OR OMIT WORK:**

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- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

20. WAIVER OF RIGHTS:

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

21. CONTRACT AMENDMENT:

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

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

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

23. BANK GUARANTEE:

Not applicable

24. SERVICES:

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Service Provider shall provide and implement patches/ upgrades/ updates for software/ middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.
- iii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contact period.
- iv. Service Provider shall support the product during the period of Contract as specified in Scope of work in this RFP.
- v. Service Provider support staff should be well trained to effectively handle queries raised by the bank official
- vi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

25. PENALTIES:

As mentioned in Appendix-I of this RFP.

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26. RIGHT TO VERIFICATION:

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

27. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

28. SUBCONTRACTING:

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

29. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of **two year**. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

30. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (*iii*), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause *31(iii)(b)* "**Gross Negligence**" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life,

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personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

31. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

32. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

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

33. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

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- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.

34. TECHNICAL DOCUMENTATION:

- i. Service Provider shall provide documents related to review records/, list of all Product components, list of all dependent/external modules and list of all documents relating to service offered
- ii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iii. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim;(b) sole authority to defend and settle such claim and;(c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the

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Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- iv. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- v. Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, subscription license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein during subscription period.
- vi. All information processed by Service provider during the service belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

36. LIQUIDATED DAMAGES:

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

37. CONFLICT OF INTEREST:

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and

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appropriate the Bid Security, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disgualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

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- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

38. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

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

v. Debarment/Banning

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday Page **28** of **86**



listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause *39(i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i)

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withdraws from the process; (ii) fails to enter into a Contract; or any other document or security required in terms of the RFP documents;

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

(c) Banning from Ministry/Country-wide procurements

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

39. TERMINATION FOR DEFAULT:

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

Prior to providing a written notice of termination to Service Provider under clause 40(i)(a) to 40(i)(c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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- iii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

40. FORCE MAJEURE:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if

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and to the extent that such delay is the result of an event of Force Majeure.

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

41. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

42. TERMINATION FOR CONVENIENCE:

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

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up to the effective date of termination.

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

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. APPLICABLE LAW:

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

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46. TAXES AND DUTIES:

i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

47. TAX DEDUCTION AT SOURCE:

i. Wherever the laws and regulations require deduction of such taxes at the source of

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

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

48. NOTICES:

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

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<u>Part-II</u>

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RFP for procurement of Threat Intelligence and Digital Monitoring Subscription	• SBI
<u>Appendix –A</u> <u>BID FORM (TECHNICAL BID)</u> [On Company's letter head] (To be included in Technical Bid)	
Date:	
To: Deputy General Manager (Incident Response) State Bank of India Information Security Department,	
State Bank Global IT Ground Floor, A Wing, Sector 11, CBD Belapur, Navi Mumbai-400614 Dear Sir,	Centre,
Ref: RFP No. SBI/GITC/SOC/2025-26/1340 (RFP –1340) 16.05.2025	
We have examined the above RFP, the receipt of which is hereby duly a subsequent pre-bid clarifications/ modifications / revisions, if any, furni and we offer to provide Services detailed in this RFP. We shall abide	shed by the Bank

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

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

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

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cription **SBI**

RFP for procurement of Threat Intelligence and Digital Monitoring Subscription

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

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

Dated 17 .05.2025

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____Seal of the company.

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Appendix-B

Bidder's/OEM Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents.

If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian		Certificate of Incorporation issued
	Company/ LLP /Partnership firm		by Registrar of Companies and ful
	registered under applicable Act in		address of the registered office
	India.		along with Memorandum & Article
			of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if		Bidder should specifically certify in
	any) must comply with the		Appendix A in this regard and
	requirements contained in O.M. No.		provide copy of registration
	6/18/2019-PPD, dated 23.07.2020		certificate issued by competen
	order (Public Procurement No. 1),		authority wherever applicable.
	order (Public Procurement No. 2)		
	dated 23.07.2020 and order (Public		
	Procurement No. 3) dated		
	24.07.2020		
3.	The Bidder must have an average		Copy of the audited financia
	turnover of a minimum of Rs. Fifty		statement for required financia
	crores In India during last 03 (three)		years for the bidder. (Certificat
	financial year(s) i.e. FY 2023-24, FY		from statutory auditor for
	2022-23 and FY 2021-22		preceding/current year may b
	The OEM must have an average		submitted.)
	turnover of a minimum of Rs. Two		
	Hundred crores across the world		
	during last 03 (three) financial		
	year(s) i.e. FY 2023-24, FY 2022-23		
	and FY 2021-22		
4.	The Bidder should be profitable		Copy of the audited financia
	organization on the basis of profit		statement along with profit and los
	before tax (PBT) for at least last 03		statement for corresponding year
	(two) financial years mentioned in		and / or Certificate of the statutor
	para 2 above.		auditor.



5.	Bidder/OEM should have	Copy of the order and / or Certificate
	experience of minimum 5 years in	of completion of the work. The
	providing the Services.	Bidder should also furnish use
		acceptance report.
6.	Client references and contact details	Bidder should specifically confirm
	(email/ landline/ mobile) of	on their letter head in this regard a
	customers for whom the	per Appendix-M
	Bidder/OEM has executed similar	
	projects in India.	
	(Start and End Date of the Project to	
	be mentioned) in the past (At least 3	
	BFSI client references are required)	
7.	Certification Requirements (Bidder)	Copy of the Valid Certificate(s) to
		be provided. GST, India registratio
		certificate, Accreditation certificate
8.	Past/present litigations, disputes, if	Brief details of litigations, dispute
	any (Adverse litigations could result	related to product/services bein
	in disqualification, at the sole	procured under this RFP of
	discretion of the Bank)	infringement of any third part
	,	Intellectual Property Rights b
		prospective Bidder/ OEM of
		disputes among Bidder's board of
		directors, liquidation, bankruptcy
		insolvency cases or cases for
		debarment/blacklisting for breach o
		contract/fraud/corrupt practices b
		any Scheduled Commercial Bank
		Public Sector Undertaking / State of
		Central Government or their
		agencies/ departments or any suc
		similar cases, if any are to be give
		on Company's letter head.
9.	Bidders should not be under	Bidder should specifically certify i
	debarment/blacklist period for	Appendix A in this regard.
	breach of contract/fraud/corrupt	
	practices by any Scheduled	
	Commercial Bank/ Public Sector	
	Undertaking / State or Central	
	Government or their agencies/	
	departments on the date of	
	submission of bid for this RFP.	



0.	The bidder, if participating as	Bidder should specifically certify in
	Channel Partner of any OEM, then	Appendix A in this regard.
	OEM should have a support center	
	and level 3 escalation (highest).	
	For OEMs, directly participating, the	
	conditions mentioned above for	
	support center remain applicable.	
1.	The Bidder should not have any	Bidder should specifically certify in
	Service Level Agreement pending to	Appendix A in this regard.
	be signed with the Bank for more	
	than 6 months from the date of issue	
	of purchase order.	
2.	The OEM provider must have at	Specific Document to be submitted
	least 5 years' experience in brand	
	protection across various countries	
	and verticals	
3.	The OEM provider must have deep	Proof need to be submitted
	knowledge of phishing, scam and	
	brand abuse attack methodologies,	
	background, objectives, target	
	countries/verticals	
4.	The OEM provider should have	Document/proof to be submitted
	established successful relationships	regarding tie up with various
	with platforms, registrars, etc	registrars.
5.	The OEM provider should be able to	Reference to be submitted, so we
	provide minimum 3 references, 1 of	can contact them at any point of time
	which Client can contact(Preferably	
	Financial(BFSI) client in India Sector)	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

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Eligibility criteria mentioned at SI No 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 3 to 5 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory Seal of Company

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Appendix-C

Technical & Functional Specifications

C	D 1	C 1'	A 1111	XX 7'11 1	XX 7'11 1	E '11
Sr.	Required	Compliance	Available	Will be	Will be	Feasible
No	Functionalities/	(Yes/No)	as part of	Provide as	provided	(Yes/No
	Features	and	solution (Customization	as Third)
		Supporting	Yes / No)	(Yes / No)	Party	
		Documents			Solution	
1.	Threat	Yes				
	Intelligence &					
	Attribution					
	Subscription					
2.	Digital Risk	Yes				
	Protection					
3.	Unlimited-	Yes				
	Takedown of					
	Phishing/Malic					
	ious Websites,					
	Mobile apps,					
	Social Media					
	Content					
4	Training	Yes				

Name & Signature of authorised signatory

Seal of Company

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Appendix-D

Bidder Details

Details of	the Bidder	
S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number	
	f) Fax Numberg) Email Address	

Name & Signature of authorised signatory

Seal of Company

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Appendix-E

Scope of Work and Payment Schedule

Threat Intelligence & Attribution Service

Threat Intelligence Requirements (similar/better capabilities also will be considered)	Mandatory/ Discretionary	Compliance (Y/N/P/NA)
Objective		
		•
Scope		
The proposed Vendor solution shall provide cyber		
threat intelligence and attribution information in the		
area cyber-crime, cyber-espionage, hacktivism, and		
enterprise security	М	
	М	
-		
	М	
summary of the cyber threat actors as part of the		
submission.	М	
The proposed Vendor solution shall identify and		
track the tactics, techniques and procedures ("TTPs")		
	M	
, , ,		
campaigns, as part of the submission	М	
	capabilities also will be considered)ObjectiveThe objective of this RFP is to engage with an exper Threat Intelligence Service to SBG. This RFP details to lays out SBG functional and technical requirements.ScopeThe proposed Vendor solution shall provide cyber threat intelligence and attribution information in the area cyber-crime, cyber-espionage, hacktivism, and enterprise securityThe proposed Vendor solution shall provide strategic, operational / tactical and technical threat 	capabilities also will be considered)DiscretionaryObjectiveImage: Construct of the constru

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for pro	curement of Threat Intelligence and Digital Monitoring Subse	cription	o SE
			<u> </u>
	The proposed Vendor solution shall maintain a		
	mapping of the cyber threat actors (alias) to those actors tracked by other reputable proposed Vendor		
	solutions. The proposed Vendor solution shall		
	provide the mapping of the cyber threat actors as		
1.7	part of the proposal submission.	М	
	The proposed Vendor solution must have capabilities		
	to generate a risk score or other quantitative risk		
	assessments of the feeds in the categories -		
	Reliability/Credibility / very malicious/		
1.8	suspicious/unusual	Μ	
	The proposed Vendor solution must support		
	monitoring of Dark Web forums for information		
1.9	related to SBG and also provide searching of live raw feeds from these Forums.	м	
1.9	The proposed Vendor solution must support	IVI	
	proactive monitoring of Threat Actor infrastructures		
	such as C&C servers, Telegram/IRC channels, forums,		
	OSINT, Card shops etc. and provide the data dumps		
1.10	like credit/debit card dumps, related to SBI and SBG.	М	
	The proposed Vendor solution must provide		
	compromised information related to SBG by		
1.11	proactively monitoring Threat Actor infrastructures.	Μ	
	The proposed Vendor solution must support		
	monitoring of OSINT such as - Pastebin, Ideaone,		
1 1 2	Github, Virustotal, Anyrun etc for information	N.4	
1.12	related to SBG The proposed Vendor solution must provide list of all	Μ	
	released vulnerabilities from different vendors both		
	CVE and Non-CVE along with list of known exploits in		
1.13	the wild for the relevant vulnerabilities.	М	
	The proposed Vendor solution must provide		
	suspicious and malicious list of IPs in the categories		
	of CnC server, DDoS, TOR nodes, BoT and Open		
1.14	Proxies, BOGON IPs etc	М	
	The proposed Vendor solution must provide access		
	to a central database of publicly leaked email		
1 1 5	credentials for easy search & alert if any of the SBG	NA	
1.15	accounts are leaked in public dumps. The proposed Vendor solution must have capability	Μ	
1.16	to detect defacement	М	
1.10	The proposed Vendor solution must provide		
	detection of Phishing attempts, Domains, Phishing		
	pages hidden inside and defacements by proactively		
1.17	monitoring Threat Actor infrastructures.	М	

for proc	curement of Threat Intelligence and Digital Monitoring Subse	cription	o SE
	The proposed Vendor solution should provide Cloud based sandbox for SBG to submit files for detonation and inspection of unknown as well-known malware		
1.18	behavior	М	
1.19	The proposed Vendor solution must provide Network Analytic Graph for Threat Hunting and attribution purposes for SBG Threat Analysts. This linkage graph should act as a single lookup functionality for multiple types of IOCs	M	
1.20	The proposed Vendor solution must provide detailed analysis of latest Threats by Cybercriminals and Nation state Groups including but not limited to IOCs, MITREATT&CK mapping, tools used etc. These threat analysis reports should also include but not limited - - Malware - Campaign - Threat Actor profiles - TTP's - IOCs per threat - Monitoring of APT-related activity The Vendor must submit an example of such report as part of submission.	М	
1.21	The solution should support Multi-tenancy/sub- grouping for monitoring and alerting of subsidiaries and different business functions.	M	
1.22	The solution must include Natural Language Voice Interaction- The platform must provide a conversational AI interface that allows security analysts to verbally query the system about threats and receive spoken responses in natural human-like voice, eliminating the need for complex query language or extensive manual navigation.	M	
1.23	The solution should leverage AI models to automatically verify the authenticity of leaked credentials and API Keys.	м	
1.24	The Solution should provide up to 8 years historical and current data around IoC/Malwares/Actors for detailed analysis	м	
1.25	The Platform should provide intelligence from Internet traffic analysis to look for possible exfiltration or C2 extraction from Organization's PUBLIC IP range.	M	

for proc	curement of Threat Intelligence and Digital Monitoring Subs	cription	o SB
1.26	The solution should have Mobile App for access to Threat Intelligence on the move from anywhere on Smart phones with Internet Access.	М	
2	Quality		
2.4	The proposed Vendor solution shall have a robust process in identifying, collecting, analyzing, producing, reviewing and tracking cyber threat information to produce threat intelligence that are relevant to SBG. The proposed Vendor solution shall provide the process stated above as part of the		
2.1	submission The proposed Vendor solution shall categorize the cyber threat intelligence for easy searching and reporting by category. The proposed Vendor solution shall state its categorization supported in the	M	
2.2	shall state its categorization supported in the submission	м	
2.3	The proposed Vendor solution shall enrich the cyber threat intelligence by adding context (Summary Report). The proposed Vendor solution shall state what enrichment is provided in the submission.	М	
3	Accuracy		
3.1	The proposed Vendor solution shall provide cyber threat intelligence that is accurate and relevant. The proposed Vendor solution shall provide information on accuracy and relevancy in the submission	М	
	The proposed Vendor solution shall provide a confidence level for cyber threat information provided. The proposed Vendor solution shall provide information on the confidence level in the		
3.2	submission The proposed Vendor solution shall fine-tune the accuracy of the collection based on feedback from	M	
3.3 4	customer	M	
<u> </u>	TimelineThe proposed Vendor solution shall provide cyberthreat intelligence in a timely manner. The proposedVendor solution shall provide the tailoredintelligence within 24 hours of first exposure to the		
4.1	public The proposed Vendor solution shall provide email	M	
4.2	alerts when new threat intelligence is available, based on rules configured	М	
4.3	The proposed Vendor solution should provide multiple different attacks performed by a	м	

or pro	ocurement of Threat Intelligence and Digital Monitoring Subsc	cription	? SB
	Cybercriminal or Nation-State group in single place for easy searching and IOCs consumption.		
5	Research Analyst Access		
	The proposed Vendor solution shall be supported by a research team with good track records with at least 5+ years of experience. The proposed Vendor solution shall demonstrate its track record as part of		
5.1	submission.	М	
5.2	The solution must provide indicator linkages that are technically validated information on C2 (IP, Domain and URL) via malware sandbox analysis, network traffic analysis, validation URLs etc.	м	
	The proposed Vendor solution shall provide analyst access to SBG, for the purpose of additional information request relating to cyber threats, such as		
5.3	threat actor, profiles, tactics, targets etc	М	
5.4	The solution must support sandbox service for Files, URLs and Code with Static as well as Dynamic analysis	М	
	The proposed Vendor solution shall provide support for interactive mode where Organisation's analyst can have live interaction with the endpoint and		
5.5 6	modify things while the file analysis is in progress. Machine Readable Technical Threat Intelligence (Feed)	M	
D			
6.1	The proposed Vendor solution shall provide Indicator of Compromise (IoC) information in machine readable format. IoCs shall include both network and host-based indicators. The proposed Vendor solution shall provide the types of IoCs provided in the submission	М	
<u> </u>	The proposed Vendor solution shall support STIX (Structured Threat Information Expression), TAXII (Trusted Automated Exchange of Indicator Information),API and CSV format. The proposed Vendor solution shall state other formats supported		
6.2	in the submission	М	
6.3	The proposed Vendor solution shall maintain and update the list of IoCs provided to SBG	М	
C 4	The proposed Vendor solution shall provide IoC machine readable format that is supportable by the Bank's SIEM platform. The proposed Vendor solution shall support SBG in configuring the Bank's SIEM platform to pull down IoC information automatically		
6.4	as part of the onboarding	Μ	

The proposed Vendor solution shall provide option to access the cyber threat intelligence via REST API,STIX/TAXII. The proposed Vendor solution shall state if the information provided via the REST API is 6.5 structured or unstructured M The proposed Vendor solution shall state out-of-box support for Cyber Threat Intelligence Platform ("TIP") from reputable proposed Vendor solutions. The proposed Vendor solution shall state what TIP platform it supports out-of-box as part of the 6.6 quotation submission M 7 Portal M 7.1 knowledge base. M 7.1 knowledge base. M 7.1 knowledge base. M 7.2 quotation submission M 7.3 configure the alerting feature M 7.4 howledge base. M M 7.2 quotation submission M M 7.4 reproposed Vendor solution portal shall provide capabilities to alert SBG for any new relevant content made available. The proposed Vendor solution shall state the different customizations su	for pro	ocurement of Threat Intelligence and Digital Monitoring Subse	cription	? SE
6.5 structured or unstructured M The proposed Vendor solution shall state out-of-box support for Cyber Threat Intelligence Platform ("TIP") from reputable proposed Vendor solutions. The proposed Vendor solution shall state what TIP platform it supports out-of-box as part of the 6.6 quotation submission M 7 Portal M 8 The proposed Vendor solution portal shall provide search features for SBG to search based on keywords, IP addresses, file hashes, threat actors, malware names, CVE et cetera. The search should preferably support complex searches such as AND, OR search expressions. The proposed Vendor solution shall state the search capabilities as part of 7.2 quotation submission M 7 The proposed Vendor solution portal shall provide capabilities to alert SBG for any new relevant content made available. The proposed Vendor solution shall state the different customizations supported to 7.3 configure the alerting feature M 7.4 proposal. M 7.4 proposal.		to access the cyber threat intelligence via REST API,STIX/TAXII. The proposed Vendor solution shall		
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7 Portal The proposed Vendor solution shall provide a portal for SBG to view and access the threat information knowledge base. M 7.1 knowledge base. M The proposed Vendor solution portal shall provide search features for SBG to search based on keywords, IP addresses, file hashes, threat actors, malware names, CVE et cetera. The search should preferably support complex searches such as AND, OR search expressions. The proposed Vendor solution shall state the search capabilities as part of solution shall state the search capabilities as part of 7.2 quotation submission M The proposed Vendor solution portal shall provide capabilities to alert SBG for any new relevant content made available. The proposed Vendor solution shall state the different customizations supported to 7.3 configure the alerting feature M The proposed Vendor solution portal shall provide periodic summary via email. The proposed Vendor solution shall state what are the regular finished threat intelligence products included as part of the 7.4 proposal. M The solution should have a web browser extension for Chrome, Mozilla Firefox and Chromium-based Microsoft Edge that should scan any webpage in real time, identify relevant entities, and presents a list of entities detected along with their risk scores. M The browser extension should provide an option to highlight a Malware or Threat Actor name on a page and provide for context specific menu(say right- M		The proposed Vendor solution shall state out-of-box support for Cyber Threat Intelligence Platform ("TIP") from reputable proposed Vendor solutions. The proposed Vendor solution shall state what TIP platform it supports out-of-box as part of the		
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click,etc) to provide a shortcut to access the detailed7.5threat intelligence about the same.M		The solution should have a web browser extension for Chrome, Mozilla Firefox and Chromium-based Microsoft Edge that should scan any webpage in real time, identify relevant entities, and presents a list of entities detected along with their risk scores. The browser extension should provide an option to highlight a Malware or Threat Actor name on a page and provide for context specific menu(say right- click,etc) to provide a shortcut to access the detailed		

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	Analyst should be able automatically download		
	Sigma rules for Threat actors and should be able to		
	hunt for them in the environment without any		
7.6	additional expertise or manual efforts.		
8	Threat Briefing		
0			
	The proposed Vendor solution shall provide regular		
	threat calls to brief its customers on strategic cyber		
	threat outlook and round-up. The proposed Vendor solution shall state the format and structure of such		
0 4			
8.1	threat calls in the submission on request	M	
	The proposed Vendor solution shall provide periodic		
	threat landscape briefing to its customers. The		
	proposed Vendor solution shall state the format and		
<u>.</u>	structure of such threat landscape briefings in the		
8.2	quotation submission	M	
9	Post Implementation Support		
	The proposed Vendor solution shall provide First		
9.1	Level Support for post implementation	Μ	
	The proposed vendor must provide 24x7 access to		
	analyst team via portal to provide support on various		
	types of RFIs such as - Phishing Take down, Threat		
	Actor Profiling, IOCs enrichment, Malware reverse		
9.2	engineering, email and APK analysis etc.	Μ	
	The proposed Vendor solution must maintain history		
~ ~	of all the requests or tickets on the portal for search		
9.3	and follow ups.	M	
	Provide SBG with regular updates of its key		
	innovations and capabilities, as well as market		
0.4	intelligence on related products and services that the		
9.4	proposed Vendor solution is providing SBG.	M	
	Proposed Vendor solution is to provide an individual		
9.5	who will be the primary contact for SBG at the		
9.5	regional and local country level.	M	
	Have overall responsibility for managing and coordinating the proposed Vendor solution's		
9.6	services	5.4	
9.0		M	
	Meet regularly with SBG representative and our		
9.7	appointed third-party proposed Vendor solutions if		
9.7	required Have the authority to make decisions with respect to	M	
	actions to be taken by proposed Vendor solution in		
<u>- 0</u>	the ordinary course of day-to-day management of		
9.8	SBG 's account	M	
~ ^	Ensuring internal compliance to SBG 's stated		
9.9	process and procedures	М	

10	Service Provider/Vendor Credibility		
	Service provider/Vendor must have at least 5 years of		
	experience in Cyber Threat Intelligence and forensic		
	investigations related to cyber security across various		
10.1	countries (at least 5 countries)	М	
	Service provider/Vendor must have deep knowledge of		
10.2	attack methodologies, background, objectives, target		
10.2	countries/verticals categorized by specific APT groups.	M	
	Service provider/Vendor must release at least 5 reports		
	publically in a year covering High-tech crimes by different Threat Actor groups providing technical details of attacks		
10.3	and TTPs.	м	
10.5	Service provider/Vendor capable to provide Subscriptions	101	
10.4	to latest threat intel reports and feeds.	м	
10.4	The service provider/Vendor must have been recognized		
	by some industry experts/analysts for their Cyber Threat		
10.5	Intelligence services.	м	
	The service provider/Vendor should be in leader's		
	quadrant in at least 2 industry recognized 3 rd party		
	reports like Gartner Peer insight, Forrester, Frost &		
10.6	Sullivan etc.	М	
11	Partner Portal access Training & Security Courses		
	training		
	Provide training portal access –onboarding & Half yearly		
	training related to Threat hunting/intelligence Security		
11.1	courses	М	

SBI

Threat Intel Enrichment

Lookup threat intelligence context for a specific observable, indicator of compromise (IOC), vulnerability, or malware family. This rich context includes risk scores and supporting evidence, GEOIP, current threat list inclusions, related threat entities, and recent sightings in highlighted sources such as paste sites, dark web, criminal forums, information security sites, and social media.

S/No	Threat Intel Requirements	Mandatory/	Compliance
		Discretionary	<u>(Y/N/P/NA)</u>
	In order to enhance our threat detection capabi enrichment via TIP/SIEM solution. We need to p intelligence context to the various threat feeds and IC time	provide Busines	s and threat

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1	Highly actionable IP & URL feeds based on provided	M
	category.	
2	Auto enrichment/lookup on Context of all IOCs such	M
	as IPs, URLs, hashes, Vulnerabilities, domains, emails,	
	threat actors via TIP/SIEM solution.	
3	Reputation of IOC	M
4	Passive DNS and Who is information, Geolocation	M
5	Unlimited Reverse IP/DNS/ASN Lookup & Reputation	M
	for all external IP of NGSOC solution via TIP/SIEM	
	solution via API	
6	TOR exit node IP feeds intelligence along with geo	M
	location	
7	Integration to platforms such as TIP, SIEM, SOAR	M
	solution and auto enrichment of IOC.	
8	Correlation/graph analysis for IOC for communication	M
	and relation to other entities.	
9	The offered solution should display trending global	M
	threat data and research and must provide access to	
	specific threat views that show trending information	
	for specific cyber topics based on 60 day moving	
	average and current cyber trend level.	
	1	

Brand Protection

S/N	Brand Protection Requirements	Mandatory/ Discretionary	Compliance (Y/N/P/NA)
	Objective		
	The objective of this scope is to engage with an experie Provider partner to provide Brand Protection to SBG. This services and lays out SBG's functional and technical require	s RFP details th	
1	Corporate Expertise		
1.1	The provider must have at least 5 years' experience in brand protection across various countries and verticals	м	
1.2	The provider must have deep knowledge of phishing, scam and brand abuse attack methodologies, background, objectives, target countries/verticals	м	

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1.3	The provider should have established successful relationships with platforms, registrars, etc	м		
1.4	The provider should be able to provide minimum 3 references, 1 of which Client can contact, preferably 1 Indian BFSI/Government sector client	М		
1.5	The provider should be able to provide Proactive Threat hunting for Day-0 Threats	М		
2	Technology and Tools			
2.1	The provider should be able to find websites affiliated with the fraudulent ones.	м		
2.2	The provider should have tool to detect violations automatically	М		
2.3	The provider should have tool to alert the Bank automatically	М		
3	Services Scope			
3.1	24x7x365 proactive monitoring of World Wide Web etc. for Phishing, Brand Abuse, rogue apps and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers and employees of the Bank	м		
3.2	The provider should be able to detect violations on different languages including Indian languages. Also it should support automated deep analysis.	M		
3.3	Monitoring and response to impersonation of Client website: targeting Client's customers or business partners for their credentials including financial information & payment	М		
3.4	Monitoring and response to impersonation of Client website spreading malware, illegal content or using trademarks of Client	М		
3.5	Monitoring and response to fake accounts/groups of Client in social media networks	м		
3.6	Monitoring and response to mobile applications improperly using Client trademark	М		
3.7	Monitoring and response to improper trademark usage in contextual advertisement	м		
3.8	Monitoring typo-squatted/masquerading/doppelganger domain for purpose of pre-empting potential phishing campaign targeting Client	M		
3.9	Monitoring databases of phishing and scam websites	М		
3.10	Monitoring search engine result for the purpose of detection of violations	М		
3.11	The Provider must provide Proactive and Request based takedown of Phishing, Malware websites, Fake Social Media Accounts, Mobile Applications, Advertisements etc.	М		

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3.12	Service must provide SaaS portal to review and monitor all the alerts and violations for websites, Domains, Social Media and Mobile applications.	M	
4	Proactive detection of attacks		
4.1	Detect the attacks proactively and report Phishing sites and rogue apps attacks, including fast flux attacks on State Bank Group, anywhere in the world within eight hours when such sites/apps are created. Monthly Average reporting of phishing sites detection of 8 hours will be considered for SLA measurement	м	
4.2	Detect the attacks proactively and report Brand Abuse (such as Social media) including fast flux attacks on State Bank Group, anywhere in the world within 24 hours when such sites/apps are created. Monthly Average reporting of phishing site detection of 24 hours will be considered for SLA measurement		
5	Takedown services		
5.1	Block / takedown / shutdown of the Phishing sites, rogue apps attacks on State Bank Group, anywhere in the world within twenty four hours of creation of such sites/apps. Monthly Average reporting take down time of 24 hours		
	will be considered for SLA measurement.	М	
5.2	Block / takedown / shutdown of the Brand Abuse (Social media violations), including fast flux attacks on State Bank Group, anywhere in the world within five days of creation of such sites. Monthly Average reporting take down time		
	of 5 Days will be considered for SLA measurement.	М	
6	For the purpose of detection vendor should use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc. Specify what all are the techniques are used by the bidder to detect the phishing and suspicious activities	М	
7	Gathering the Forensic information such as IP address, exact URL, source of attack, images, screen shots, email, account details, card details, compromised credentials, data of the Bank's customers and employees from the attacks and sharing the same with the bank. Bidder to ensure that the necessary due care and chain of custody is maintained in handling the evidences such that it is permissible in the court of law	м	
8			+
	Selected vendor should be able to report incident through all modes of communication that should include email, Page 57 of 86	М	

	phone calls, SMS and dashboard. Details of compromised accounts should be shared immediately with the Bank.		
9	Bidder should provide near real-time Online Dashboard for centralized view of threats / attempts / attacks on Bank's websites, with their mitigation techniques. Integrate the dashboard with Bank's enterprise security dashboard. Specify the bidder's proposed integration methods.	M	
10	Alternative response mechanisms other than web site take down should be explored to minimize impact of phishing through putting warning banner using Google Webrisk.	м	
11	Login IDs for bank is to be created which will be utilized for activities like logging of incidents, ascertaining status of current/closed incident, generating reports of the reported incidents etc. as per requirement of the bank. Specify how bidder will ensure that bank's monitoring information is not visible to other clients of the bidder	M	
12	Bidder should provide feasibility for entering the details of websites of the bank which need to be whitelisted so that these sites are not taken down.		
13	Solution proposed by vendor should support scanning of static and dynamic links. Specify how the bidder will detect the suspicious hidden web links / pages	м	
14	Provision of Dashboard that should have all the following features: Display of high and low-level reports Regular update of incidents	м	
15	The bidder should ensure bringing down the reactivated phishing site, report the same to the Bank at earliest which was earlier detected as phishing site.	M	
16	Selected Bidder should have the reach on their own or through official business partnerships to take up closure/ mitigation measures on phishing sites anywhere in the world. Specify bidder connects exist with how many countries to take legal and other appropriate actions.	M	
17	The solution must have the capability to create a Threat Actor heat map of the threat actors of interest.	м	
18	The solution must provide a direct link to the source or a cached copy of metadata without analyst actually going onto Darkweb to look for evidence.	м	

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19	Monitoring similar domain name registration — Track new domain name registrations to detect any spoofed or similar site being registered and shut down/take down the same.	м	
20	Monitor anti-phishing forums.	M	
21	Proactive monitoring of Major Mobile App stores and blocking/shutting down of malicious App/Trojan for the Bank. Specify how bidder monitors app stores on net (other than Google, Apple	м	
22	Benchmark Bank's website and suggest controls required to minimize impact from phishing attacks. Describe, how the bidder and OEMs will achieve this?	м	
23	In case any account is compromised, proper tracking and reporting is mandatory and also to assist Bank in case of legal case being raised by the customers for all such cases.	м	
24	Assist the Bank for coordination with law enforcement agencies like CERT-IN, Banking Ombudsman etc. (with prior written permission from Bank).	м	
25	Establishing and maintaining contacts with service providers, browser developers and other major agencies such as CERT, global security Working Group / Data Security Council etc. to ensure effective closure of incidents. Specify contacts with different browser companies and other major agencies	M	
26	Taking all necessary security aspects into account to ensure the confidentiality and integrity of the data related to above service.	м	
27	Support all major international languages in which service provider/Vendor able to communicate with the fraudsters.	M	
28	Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank.	M	
29	Selected bidder should provide report on phishing trend in India and across the globe.	м	
30	Be able to provide advisory services to the Bank in the form of Advisories on online threats, White papers, Information on critical vulnerabilities, Review calls, Intelligence alerts, Presentations. Specify what all type of threat intelligence feeds are collected by Vendor	м	

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31	Ensure that the analysis conducted for any incident must support underground intelligence analysis, correlation of all attacks and underground intelligence, capability to share and disseminate information on fraud related activities with members (may be a part of information sharing network such as Internet Relay Chat, Anti-Phishing Work Group), Intelligence gathered should be coordinated and collaborated with other intelligence gathering groups/teams/ organizations.	М	
32	do web site analysis of suspected sites (as obtained from various monitoring) to detect phishing sites	М	
33	Forensics capability through sandbox must ensure the following functionalities: ·Comprehensive analysis ·Extracting critical data ·Providing critical information to the customer as per the nature of the incident. ·Ability to provide data for investigation purposes	M	
34	Should be able to monitor banks mule accounts	M	
35	Vendor should automate website analysis using tools to quickly determine if a given list of suspected sites are phishing sites or other normal sites falsely tagged as phishing sites. Tools for website analysis should include the following features: - Receive feeds of suspect URLs — Automatically Spider suspected URLs — Compares the responses from spidered URLs with the original online		
36	banking site of bank Alert on statistically significant match Vendor should assist bank in identifying affected customer IDs from its phishing monitoring service. Towards this purpose vendor should detect — Source Ips of affected customers along with time of access Potential source IP of phisher Provide source Ips to Bank's team to track affected customer ID	M	

<u>SI</u>	Particulars	Requirements/ Remarks			
<u>No</u>					
1	Description of Deliverables	Threat Intelligence and Attribution- Darkweb			
		Digital Monitoring Subscription for two Year			
		Subscription			
2	Term of the Project — Project	Delivery Date: Within 30 days of Purchase Order			
	Schedule; Milestones and	Delivery Location: State Bank Global IT Centre			
	delivery locations	Information Security Department -Incident			
		Response, 'A'- Wing, Ground Floor, Sector 11,			
		CBD Belapur, Navi Mumbai 400614, INDIA			
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3	Payment schedule	On quarterly arrear basis, at the end of quarter.
4	Help Desk/Analyst access Requirements	 a) Escalation process should be in place for unresolved issues b) 24 * 7* 365 days per year, online support facility c) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc d) Bidder should have ability to generate MIS reports periodically for example: Alerts generated / phishing sites pertaining to SBG, compromised credentials etc, No. of alerts worked by analyst. e) In case of any cyber threat related investigation in deep/dark/surface web, deepfake incidents should be able to provide the investigation report in stipulated time period f) Able to provide customized threat Intel reports pertaining to SBG and provide customizable format if required. g) Feasibility to auto generated Monthly/quarterly/yearly MIS reports as per regulatory requirements
6	Performance Requirements	Portal access should be available 99.5%
7	Security Requirements/ Regulatory / Compliance Requirements if required	 a) MFA/VPN access. b) Ex. If accessing from public internet, it should be accessible via VPN/MFA c) Audit and access logs of analyst activity d) In case of any regulatory requirement,
		internal/external/government, it should be supported by the service provider.

• No Limit with the API key or Number of user accounts.

- API keys or integration to be supported/provided to all solutions which allows threat intel feeds ingestion
- Complete product/subscription services availed should be delivered within 30 days of the purchase and the start date will be after the confirmation of delivery.

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• Necessary guidance should be supported by the provider/OEM for onboarding and during the course of entire license agreement.

PAYMENT SCHEDULE:

- The total project cost will be divided in eight components and will be paid at the end of each quarter as arrears per the schedule.
- The penalties on account of SLA violations for OEM as well as SI support will be deducted from the invoice payments of successful Service Integrator with whom the Bank issues the purchase order and sign the SLA.
- TDS as per applicable rates will be deducted by the Bank at the time of payment of invoices.
- Final Payment at end of the service, will be paid only after successful completion of the project

[Bidder should ensure that exchange rate fluctuations, changes in import duty and other taxes should not affect the Rupee (INR) value of commercial Bid over the validity period of the bid]

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<u>Appendix-F</u>

Indicative Price Bid

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

Bank will decide the services needed during Bid process.

Name	of	the	Bidder:
------	----	-----	----------------

Sr. No.	Type of services /	Quantity	Rate	per	Total	Proportion to
	Items		item	etc.	amount	Total Cost (in
			(as		in Rs.	percentage) #
			applica	able)		
1.	Threat Intelligence	1				
	& Attribution					
2.	Digital Risk	1				
	Protection					
3.	Training	4				
4.	Unlimited-	1				
	Takedown of					
	Phishing/Malicious					
	Websites, Mobile					
	apps, Social					
	Media Content					
	Total Cost *	•				

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

* No Limit with the API key or Number of user accounts.

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Breakup of Taxes and Duties

		Rate	Tax 1	Tax 2
Sr. No.	Name of activity/Services	Mention Name of		
	Name of activity/services	Tax	_	
		GST%		
1.	Threat Intelligence & Attribution	1		
2	Digital Risk Protection	1		
3	Training	4		
	Unlimited-Takedown of			
4	Phishing/Malicious Websites, Mobile	1		
	apps, Social Media Content			
Grand				
Total				

<u>Name & Signature of Authorized signatory</u> <u>Seal of Company</u>

(Amount quoted in INR exclusive of GST/CGST, should be separately mentioned)

Dated 16.05.2025

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

Duly authorized to sign Bid for and on behalf of

Seal of the company.

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Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost 'G' (in %age) of indicative price bid	Final Price (INR) in reverse auction	Minimum final price should not be below (INR)	Maximum final price should not exceed (INR)
				E (95% of	F (105% of
А	В	С	D*	D)	D)
Item 1	25	13.16	9.87	9.38	10.36
Item 2	50	26.32	19.74	18.75	20.72
Item 3	75	39.47	29.6	28.13	31.09
Item 4	40	21.05	15.79	15	16.58
Grand Total (1+2+3+4)=					
G	190	100	75		

* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction

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Appendix-G

#	Scope	Broad expectations of the Bank (similar/better capabilities also will be considered)	OEM Capability details	Evidence required
		Proposed Threat Intelligence solution has library of Threat Actor groups under the category of Nation State APT groups, Cybercriminals and Ransomware groups		
1	Threat Actor Coverage	Each Threat Actor group profile contains relevant information about the group such as — Timeline of all known/successful attack campaigns, MITRE ATT&CK TTPs, IOCs, Tools & Contact information with historical analysis. This helps Analysts to respond to any incident faster by attributing the attacks quickly to the known groups.		
		Vendor/OEM must publish their own research reports covering various topics — Zero-Day Vulnerabilities, Threat Actor Groups, Specific Attacks, Malwares, Specific TTPs, Threat Hunting etc		Screenshot from portal showing count & Details
		Proposed Threat Intelligence solution must provide direct access to the posts and messages. This helps Analysts to monitor and get alerted on relevant messages and postings without the need & operational overhead of managing secure connection to Darkweb forums		
2	Darkweb Monitorin g	Proposed Threat Intelligence solution must provide direct access to the posts and messages from Telegram and Discord Channels. This helps Analysts to monitor and get alerted on relevant and any emerging Threats without the need to read millions of messages.		
		Proposed Threat Intelligence solution must provide option to add new Telegram channels on the portal by the portal user. This helps Analysts to monitor their own channels easily.		Screenshot from portal showing count, capability & Details
3	Stolen Credential s	Proposed Threat Intelligence solution must provide stolen credentials from various types of resources such as Private sources, UCLs, BOTnet and Malware servers along with OSINT and Darkweb Forums etc		Screenshot from portal showing count
		Page 66 of 86		count

			 o SBI
_		Proposed Threat Intelligence solution must provide information of compromised system, malware name, Malware paths etc from the stealer logs, regularly along with monthly reports.	Screenshot from portal showing capability
	Malware Coverage	Proposed Threat Intelligence solution must provide Malware library with 1500+ malware families and their latest TTPs, analysis, IOCs etc. This helps analysts for their investigation on targeted attacks and take informed decisions.	Screenshot from portal showing count
	Sandbox Access	The Sandbox solution should include below mentioned features and abilities, Support sandbox service for Files, URLs and Code Support for Windows, Linux, Android and MACOS environments for sandboxing. Access to the screen recording of the file analysis over virtual machine	Screenshot from portal showing capability
	Browser Extension : For Web based Triage and Analyst action	The solution should have a web browser extension for Chrome, Mozilla Firefox and Chromium-based Microsoft Edge that should scan any webpage in real time, identify relevant entities, and presents a list of entities detected along with their risk scores.	Screenshot from portal showing capability
	Graph Analytics and search	Proposed Threat Intelligence solution must provide Analytic Graph to search and investigate various types of IOCs such as – IP, Domain, Email, TA Nick name, Phone, SSL, SSH key, SHA1 Hash etc. This helps Analysts to perform real time investigation and quickly search for relevant attack infrastructure of any IOCs. Proposed Threat Intelligence solution Analytics Graph must provide linked node to the search entity from internal as well as external databases. This helps Analysts to get quick attribution about IOCs from external sources as well which in turn helps in decision making during an investigation.	Screenshot from portal showing capability & count

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	RFP for proc	ription	• SBI		
		Proposed Threat Intelligence solution Analytics Graph must provide multiple layers of drill down capability on any node of the search result in the Graph with visual analysis information such as time stamp, type of node, attributions (malicious IP, Hash, Threat Actor name, Darkweb forum, SID etc). This helps Analysts to get quick attribution about IOCs and additional infrastructure potentially used by the TA as part of an investigation.			
	OEM	OEM of Proposed Threat Intelligence solution should have experience of multiple years of experience in providing the Threat Intelligence.		Copy customer PO	of
•	credential s	The OEM provider should have established successful relationships with various global platform providers, registrars.		Screenshot membership	of
1	Takedown	OEM of Digital Risk Monitoring solution should have partnership with Google to support Safe browsing warning banner using SLA. OEM of Digital Risk Monitoring solution should have good repo with multiple TLD providers to block TLDs, gTLDs, ccTLDs & web3.0 domain suffix to block typosquat/similar looking domains even without		Sample Assessment	
	<u> </u>	phishing content for quicker resolution.		report	

8

9

	Evaluation Matrix
Sr. No	Description
	Technical Evaluation
1	Technical Evaluation Summary
	The Evaluation is in 3 sections. Section A, B and C. Section A contains 11 High Level Technical and functional requirements. Section B contains 9 High Level Technical and functional requirements. Section C contains 36 evaluation parameters.
	The Summary of the Sections and the total marks per section with the minimum % to be scored in each section is as below:
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Commented [AB1]: Evaluation parameter should mention the total score, out of how much, whats the minimum score to be eligible to participate in reverse auction, other parameters and score should also be provided in the RFP itself for transparency.

Commented [N2R1]: As per my understanding, each component/subcomponent of Appendix C has been given 10 marks. We may consider 85% as a minimum score. We may finalized it after having a discussion with SVP Sir. Moreover, the evaluation matrix has been removed in latest RFP format version 7.7. However, we may keep it as per our requirement.

I

Section	n	No. of High Level Requirements/ Parameters	Total Marks	Evaluation Criteria
Section	n A	11	70	90%
Section	n B	9	9	80%
Section	n C	36	55	85%
Section	n D	4	70	85%

Technical Requirement Compliance: Each component/subcomponent are carrying some marks and, accordingly marks will be awarded to the vendors during evaluation. The total marks will be divided equally among the subpoints to arrive at the sub point marks. Minimum scoring under Section A is 90%.

Please refer Annexure D for sub-points. Below are the details:

Sr. No.	Mandatory Functionalities/ Features	No of subpoints	Marks per subpoint	Total Maximum Marks	Complied Yes/No
1.	Scope	26	5	130	
2	Quality	3	2	6	
3	Accuracy	3	2	6	
4	Timeline	3	2	6	
5	Research Analyst Access	5	3	15	
6	Machine Readable Technical Threat Intelligence (Feed)	6	2	12	
7	Portal	6	2	12	
8	Threat Briefing	2	5	10	
9	Post Implementation Support	9	2	18	
10	Service Provider/Vendor Credibility	6	3	18	
11	Partner Portal access & Training	1	5	5	
TO	ΓAL			1	238
	Partner Portal access & Training			5	23

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Commented [AB3]: Since there are additions and the technical specifications are not frozen, we propose that these may be frozen first post which the scoring can be calculated and Summary provided. We propose to complete this after vetting by SVP and presenting all Technical Specification to TPNC.



Technical Requirement Compliance:

Each component/subcomponent are carrying some marks and, accordingly marks will be awarded to the vendors during evaluation. The total marks will be divided equally among the subpoints to arrive at the sub point marks. Minimum scoring under Section B is 80%.

Please refer Annexure D for sub-points. Below are the details:

Sr. No.	Desirable Functionalities/ Features	Number of subpoints under each section	per	Total Maximum Marks	Complied Yes/No
1	Threat Intel Enrichment	9	4	36	
тот	AL		36	1	

Technical Requirement Compliance:

Each component/subcomponent are carrying some marks and, accordingly marks will be awarded to the vendors during evaluation. The total marks will be divided equally among the subpoints to arrive at the sub point marks. Minimum scoring under Section C is 85%.

Please refer Annexure D for sub-points. Below are the details:

		section			
•	Corporate Expertise	5	3	15	
2	Technology and Tools	3	3	9	
3	Services Scope	12	2	24	
4	Proactive detection of attacks	2	5	10	
5	Takedown services	2	5	10	
6	Other items	31	4	124	
TOT	AL				192
lidder	Section D — Bio			a	



1	Customer reference (Bidder & OEM) provide following: a . Number of successful implementations of Solution & services in last 3 Years by the Bidder in Big BFSI (globally at least 2 in India). (Score- 20
	marks for 5 & above implementation, 10 marks for less than 5 and $\geq 3, 3$ mark for less than 3)
	b . Number of successful implementations of Solution & services in last 3 Years by the OEM in Big BFSI(globally at least 2 in India) (Score- 20
	marks for 5 & above implementation, 10 marks for less than 5 and $>=$ 3, 3 mark for less than 3)
Miscellaneous	
2	 a. Product Presentation and additional Features of the solution which may add the value or give competitive advantage to Bank. Maximum Score- 10 b. Client reference (Client reference calls would be done wherever possible). Maximum Score- 20

Bidders will be shortlisted on the basis of score allotted to them by the Bank based on technical evaluation. Bidder need to score the minimum percentage as mentioned above for each section.

Data Sheet and/or Technical Documentation should be provided as evidence for the mentioned points

Name & Signature of authorized signatory

Seal of Company

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Commented [AB4]: Modifying. Please see if this is in accordance with what CISO has mentioned Commented [N5R4]: CISO Sir has suggested about Govt and private only. It could be govt or private. Commented [N6R4]: Accordingly, that part has been strikethrough. Rest of things are okay, I believe.



<u>Appendix–H</u>

BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

--Not applicable—

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Appendix-I

Other terms and Penalties

SLA will be signed after finalization of BID.

(a) Penalties for resolution of various type of incident

Penalties for SLA uptime shall be as under

Monthly Web-portal availability	Penalty
99.5% & above	0.00%
<99.5%	2% of Quarterly payment Cost
<98%	5% of Quarterly payment Cost

Note:

• For any delay for which the reasons are not solely and directly attributable to the Bank, the timelines for deliverables (like Agreement Validity, Warranty etc) shall be suitably extended.

Any breach in SLA apart from portal availability will incur the below penalty cost.

(any deviation from Service Level Agreement from Appendix-J)

SLA requirement for above tabular	Penalty	
98.0% & above	0.00%	
<98.0%	2% of Quarterly payment Cost	
<97%	5% of Quarterly payment Cost	

• Penalty for non-availability of services which was assured by the vendor in RFP - 5% of Quarterly payment Cost

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Service Level Agreement



<u>Appendix–J</u>

Request type for analytical support	Business hours	Initial response time	Resolution time
Takedown: Phishing or Malware	24x7	30 minutes	8 hours
Takedown: Illegal brand usage	8x5	2 hours	7 days
Enrichment: Cybercrime	8x5	1 hour	16 business hours
Enrichment: Nation State	8x5	1 hour	16 business hours
TAs Interaction	8x5	1 hour	32 business hours
Ransomware	8x5	1 hour	24 business hours
Malware Reverse engineering	8x5	1 hour	80 business hours
Vulnerability	8x5	1 hour	8 business hours
Email analysis	8x5	1 hour	6 business hours
Company settings	8x5	1 hour	4 business hours
Other	8x5	1 hour	16 business hours

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Problem classification, Response and Resolution Time

The Licensor provides the End User with warranty maintenance of the Web Portal in case of failures and malfunctions (problems) in its operation in accordance with the following:

Priority Level	Problem Classification	Description
1	Urgent	The Services are completely unavailable or performance is so poor as to render the Services unusable
2	High	A major functionality of the Services is unusable which results in limited functionality or affects a large number of Authorized Users
3	Medium	There is a loss of a function or resource that does not seriously affect the Services functionality
4	Low	All other requests for service; such as general usage questions or enhancement requests

Response time is measured beginning Licensor notice of the problem until the End User has received a reply confirming Licensor's understanding of the problem. Resolution is measured beginning on the end of the Response time and ending on resolution of the problem or mitigation being provided to the problem.

Problem Classification	Initial Response Time	Resolution
Urgent	1 hour	4 hours
High	2 hours	12 hours
Medium	12 hours	2 Business Days or next scheduled release
Low	36 hours	5 Business Days or next scheduled release

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<u>Appendix–K</u>

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at ______ between:

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

And

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

And Whereas

 1. ________ is carrying on business of providing ________, has agreed to ________

for the Bank and other related tasks.

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

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

1. Confidential Information and Confidential Materials:

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

2. <u>Restrictions</u>

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

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

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - i. the statutory auditors of the either party and
 - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. Rights and Remedies

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract

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• SBI

RFP for procurement of Threat Intelligence and Digital Monitoring Subscription

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

4. Miscellaneous

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

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

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

5. Suggestions and Feedback

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

Dated this _____ day of _____ (Month) 2025 at _____(place)

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For and on behalf of _____

Name	
Designation	
Place	
Signature	

For and on behalf of _____

Name	
Designation	
Place	
Signature	

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Appendix-L

<u>Pre-Bid Query Format</u> (To be provide strictly in Excel format)

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

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Appendix-M

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
*	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work	
order)	

Name & Signature of authorised signatory

Seal of Company

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MANUFACTURERS' AUTHORIZATION FORM

NO.

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

Dear Sir:

Ref: RFP No. SBI/GITC/SOC/2025-26/1340 (RFP -1340) dt 16.05.2025

We, who are established and reputable manufacturers / OEMs / producers of having factories / development facilities at (address of factory / facility) do hereby

authorize M/S ______(Name and address of Authorized Business Partner (ABP)) to submit a Bid, and sign the Contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP.

(a) Such Products/Services/Subscription as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and

- I. In the event of termination of production of such Products/Services/Subscription: advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
- II. Following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.
- III. In case if the Successful bidder is not able to provide the service or continue the service after the winning the contract or during the service of contract, OEM shall provide uninterrupted service/subscription as per agreed terms of the RFP
 4. We take subscript the series APD is a service of local service with the service of the RFP

4. We duly authorize the said ABP to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name of Manufacturer I Producer)

Note: This letter of authority should be on the letterhead of the manufacturer/OEM 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.

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Appendix-P

Date:



Appendix-Q

GENERAL TERMS & CONDITIONS

- 1.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.
- 1.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 1.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 1.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 1.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 1.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 1.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement.

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Pre for procurement of Threat Intelligence and Digital Monitoring Subscription				
 (ii) Annexure of Agreement; (iii)Purchase Order No dated; and (iv)RFP 1.8 PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon 				
any person/s other than the Parties to				
1.9 DUE AUTHORISATION: Each of the	he undersigned hereby represents	to the other that		
she/ he is authorized to enter into this	Agreement and bind the respectiv	ve parties to this		
Agreement.				
1.10 COUNTERPART: This Agreeme	nt is executed in duplicate and eac	h copy is treated		
as original for all legal purposes.				
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.				
State Bank of India By: Name: Designation: Date:	Servi By: Name: Designation: Date:	ce Provider		
WITNESS: 1.	1.			
2.	2.			
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