



**REQUEST FOR PROPOSAL
FOR ENGAGEMENT OF
TECHNO LEGAL AGENCY FOR THE BANK**

**RFP NO : CC/M&C/26-27/01
DATE : 01.06.2026**

**STATE BANK OF INDIA
MARKETING & COMMUNICATION DEPT.
CORPORATE CENTRE
MUMBAI**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Designation: Deputy General Manager Social Media (Marketing & Communication) Email ID: dgmit.socialmedia@sbi.co.in Contact Address : 12 th Floor , State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai -400021 Contact Number : 022- 22741210
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://sbi.bank.in/web/sbi-in-the-news/procurement-news and e-Tender Portal: https://etender.sbi/SBI/ from 01.06.2026 to 22.06.2026
3	Last date for requesting clarification	Upto 04:00 PM on 06.06.2026 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail on dgmit.socialmedia@sbi.co.in agmresponse.socialmedia@sbi.co.in
4	Pre - bid Meeting at (venue)	From 03:00 PM to 05:00 PM on 09.06.2026 through online meeting (Only queries submitted by the bidders till stipulated date and time will be discussed and clarified in the meeting)
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	15.06.2026 on e-tender portal – https://etender.sbi/SBI/
6	Last date and time for Bid submission	Upto 02:00 PM on 22.06.2026
7	Address for submission of Bids	https://etender.sbi/SBI/
8	Date and Time of opening of Technical Bids	05:00 PM on 22.06.2026 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.

9	Opening of Commercial Bid	Commercial Bid of technically qualified bidders only will be opened on a subsequent date.
10	Tender Fee	Rs. 10000.00 (Rupees Ten Thousand Only) Amount should be deposited in A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI CENTRAL OFFICE OMD AC Tender fee will be non-refundable.
11	Earnest Money Deposit	Rs. 6.00 Lakhs Amount should be deposited in A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI CENTRAL OFFICE OMD AC EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.
12	Bank Guarantee	Rs. 6.00 Lakhs Performance Security in form of BG should be valid for 3 year(s) and three months from the effective date of the Contract.
13	Liquidated damages	A sum equivalent 1 % per week or part thereof of total Project Cost subject to maximum deduction of 10 % of total Project Cost for delay of each week or part thereof.
14	Contact details of e-Procurement agency appointed for e-procurement	Agency : M/S E-procurement Technologies Limited. Contact Person : Ms. Nithya Vallavar , Mob : 7859800609 e-Mail : Nithya@eptl.in



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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 engagement of a Techno Legal Agency.
- ii. In order to meet the services requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. 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.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose behind this RFP is to seek a detailed technical and commercial proposal for hiring Techno Legal Agency
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. 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 providing Services to 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.

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.

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 lowest bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

4. OVERVIEW :

4.1 SBI is an iconic and highly trusted brand with a strong national and international presence. Given its scale of operations, extensive customer base and emerging brand risks in the Digital and Social Media space, the Bank’s brand reputation and public trust becomes even more significant. With the rapid proliferation of digital and social media platforms, the bank faces increasing exposure to emerging risks from malicious, defamatory, misleading and unauthorized content including misleading Ads related to the bank. Such content can potentially impact bank’s brand perception, customer confidence and market standing of the Bank.

Apart from this, bank also faces constant threats from phishing sites, fake websites, fake profiles, fake Apps, Deep fake videos , impersonation attempts of Bank’s Top officials etc., which can potentially lead to frauds with customers, resulting into reputational damage to the bank. Bank also faces risks of brand rights violation by using Bank Name, Logo, trademark, branch visuals etc.

In order to proactively monitor, assess, and address such risks, SBI intends to strengthen its techno-legal response framework for digital and social media environments. The Bank seeks to engage a well-recognized and experienced **Techno-Legal Agency** to provide end-to-end services including real-time monitoring of social media platforms, identification and assessment of malicious / defamatory / unauthorised / fraudulent / reputation damaging content, removal or taking down of such contents, legal evaluation, issuance of legal and defamatory notices, support, advisory on digital reputation risk mitigation and brand rights enforcement. The engagement is intended to ensure timely detection, prompt action for taking down, legal enforceability, enforcement and protection of the Bank’s brand integrity, and safeguarding of stakeholders interests in the evolving digital landscape.

4.2 For the above stated purpose, SBI invites proposals/bids from reputed and qualified Agencies for rendering the services as mentioned herein.

4.3 The Proposal/bids will be the basis for a formally signed Contract with the selected Agency.

4.4 Agencies shall bear all costs associated with the preparation and submission of their bids. SBI is not bound to accept any or all proposals/bids and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. SBI also reserves the right to re-issue the RFP, if the Bank decides so.

4.5 SBI may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. SBI also reserves the right to not shortlist or appoint any or all Agency in respect of the services under this RFP without assigning any reasons, whatsoever.

5. PURPOSE OF ENGAGEMENT

5.1 SBI intends to engage a specialized Techno-Legal Agency on a retainership model. The Agency shall be responsible for monitoring and identifying reputation-damaging content, ensuring take down of defamatory content, fake profiles, phishing sites, and fraudulent apps etc., enforcing brand rights, and initiating appropriate legal actions in accordance with the defined Scope of Work.

5.2 The Agency must be highly reputed, recognized within the techno-legal domain in India, and possess a proven track record of working with leading brands. The initial engagement shall be for a period of one year, extendable by one year at a time for a total duration of up to three years, subject to satisfactory performance and at the sole discretion of the Bank. The Bank reserves the right to engage one or more agencies for the whole or partial execution of the work, based on scope of work and future requirements.

6. SCOPE OF WORK:(SOW)

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

7. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical evaluation criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- ii. No Bidder or its associate shall submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

8. 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.

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-J** 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. Bidders may request clarifications on any clause of the RFP document. Any such request for clarification must be sent via email to dgmit.socialmedia@sbi.co.in and agmresponse.socialmedia@sbi.co.in before the stipulated date. All such queries by e-mail should be received in the suggested template (**Appendix-J**), on or before the time stipulated for the said purpose in the Schedule of Events for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para v below.
- iv. 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.
- v. 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.

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

10. 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.
- 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.

11. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the

technical bid.

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee
- vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank, within the specified time period in the RFP.
 - (d) if a technically qualified Bidder do not participate in the auction by not logging in, in the designated Website/portal
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

12. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing** Techno Legal services in response to the **RFP No. CC/M&C/26-27/01 dated .** 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) Proof of remittance of EMD and Tender Fee as specified in this document.

- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical evaluation criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement
 - (g) 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.
 - (h) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 1 of Eligibility Criteria under **Appendix-B**.
 - (i) Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - (j) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their Commercial Bid.
 - (k) Confirming that they agree with all the terms and conditions mentioned in the RFP.
- ii. **Commercial Bid** for providing Techno Legal services in response to the **RFP No. CC/M&C/26-27/01** dated **01.06.2026** should contain only commercial bid strictly on the lines of **Appendix-F**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. 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 Commercial 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 must provide specific and factual replies to the queries raised in this RFP.
- (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.
- (l) 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.

13. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. 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.
- iii. 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.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

14. 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. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

15. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED :

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. 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, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

16. 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.

17. 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 Commercial 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, EMD and Tender Fee for the desired amount 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 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.

18. 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.
- 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. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.

19. EVALUATION OF BIDS

- i. Marks for Technical evaluation will be awarded to the bidders as per the **Appendix C**
- ii. The bidders who score at least 50% marks (excluding the presentation) in the technical evaluation, shall be shortlisted for presentation.
- iii. All the shortlisted bidders will have to give a presentation in front of a committee constituted by the bank on a given date and time. All the presentations will be evaluated by the committee constituted by the bank.
- iv. The Commercial Bid of only the bidders, who score a minimum of 60% marks (including the score obtained for the Presentation) in the technical evaluation will be opened.

- v. The final score of the bidders will be awarded based on the Techno Commercial evaluation mechanism as per Appendix F1. The bidder with the highest Score as per Appendix F1 will be selected.
- vi. 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 evaluation process, failing which Bank may take appropriate action including rejection of the Bid and awarding the work to other bidders, as well as debarring the said bidder from participating in further RFP's/Tenders of the Bank.

20. CONTACTING THE BANK:

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

21. 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 commercial Bid.
- 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, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in **Appendix -I** 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 with the Bank and submit the Bank Guarantee, 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 and forfeiture of the EMD and/or BG.
- 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. The EMD of each unsuccessful Bidder will be discharged and returned.

22. POWERS TO VARY OR OMIT WORK:

- 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

23. 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.

24. CONTRACT AMENDMENT:

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

25. 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.

26. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-G** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant the invoking of Bank Guarantee.

27. PENALTIES:

As mentioned in **Appendix-H** of this RFP.

28. 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.

29. 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 Services 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.).
- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

30. SUBCONTRACTING:

Sub-Contracting is not permitted. However, Bank may permit sub-contracting on case-to case basis at the sole discretion of the Bank.

31. VALIDITY OF AGREEMENT:

The Agency will be engaged on a retainer basis for an initial period of one year and may be extended further one year at a time for a period of up to three years, at the sole discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

32. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (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 abovementioned sub-clause (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, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

33. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and Confidentiality clause under Service Level Agreement .

34. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in as per the TAT sheet finalised in the SLA
- 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, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

35. 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.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.0
- 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-I** of this RFP.

- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- vii. The Service Provider shall execute Data Processing Agreement on the format attached as **Appendix-O** to this RFP.
- viii. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to below mentioned sub-clause *(iv) and (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 cost, 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 use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of

third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

- iv. 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 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.
- v. 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); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

37. 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 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

38. 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 appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the 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 disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a 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
 - (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.

39. 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:
 - (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 anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive 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 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 empanelled 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" *CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (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 EOIRFP 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) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee 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.

40. 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 abovementioned sub-clause (i) (a) to (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.

- ii. 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 or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41. 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 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.

42. 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.

43. 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. without assigning any reasons. The notice of termination shall specify that the termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 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) up to the effective date of termination.

44. DISPUTES RESOLUTION:

- 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, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution 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 competent court is obtained.

45. GOVERNING LANGUAGE:

The governing language shall be English.

46. 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.

47. 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 GST. All other present and future tax /duties, if any applicable and also cost of incidental services should be included in the price quoted.. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in **Appendix- F**
- iii. Only specified taxes/ levies and duties will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties 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
- 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. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items/services for which orders have been placed during that period.
- 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. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
 - (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
 - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

- (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. 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.

48. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of 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.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

49. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

50. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. “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.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

51. 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.

52. Terms of Payment:

- i. The Agency will submit monthly invoice for retainership fees and invoices on the completion of the activity for necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.
- ii. The bank will make the payment within the period of 45 days after receiving the bill from the agency.





Part-II

BID FORM (TECHNICAL BID)

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

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide services as 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.
  - Commercial Bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The Commercial Bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the products/services mentioned in this RFP in our Commercial Bid.
  - The rate quoted in the Commercial Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation 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 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 auction by way of login in auction tool. In case of declaration as successful Vendor/Service Provider on completion of auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The Commercial Bidding process will be through the 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 auction process would be possessing a valid digital certificate for the purpose.
- 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 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.
- xv. 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 along with subsequent Orders and its amendment thereto 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 (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvi. 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.
- xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

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*(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 ELIGIBILITY CRITERIA****Bidder's 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:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                          | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1             | The Bidder must be a firm/ company /organization registered under applicable Act in India                                                                                                            | (Yes/No)                   | Copy of the Partnership deed/ Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2             | The Agency's average turnover for last 3 consecutive financial years i.e. F.Y. 2022-23, 2023-24 and 2024-25 should be at least INR 10 Crores as per audited balance sheets.                          | (Yes/No)                   | Copy of the Audited Financial Statement i.e. Balance Sheet along with Profit and Loss Account statement for F.Y. 2022-23, 2023-24 and 2024-25                                                   |
| 3             | The Agency should have a minimum experience of at least 3 years of Digital and Social Media Listening, Content Detection and Removal/Taking Down of Identified content/Apps/Fake Profiles/pages etc. | (Yes/No)                   | Copy of SLA / Work orders/Invoices for the work executed with existing clients                                                                                                                  |
| 4             | The Agency should have a minimum experience of at least 3 years in Brand rights enforcement including initiating suitable legal action including defamation suits/injunction orders                  | (Yes/No)                   | Copy of SLA/Work orders/Invoices for the work executed with existing clients                                                                                                                    |
| 5             | Recognition in the form of industry acclaimed awards specific to activities related to Monitoring, Detection, Taking down and Legal action                                                           | (Yes/No)                   | Details of awards received and brief on the Award category                                                                                                                                      |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |                                                                                   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------|
| 6  | The Agency must possess effective Technical and Legal capabilities to perform the activities as per SOW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | (Yes/No) | Certificate for possessing relevant Tool/capability in this regard to be attached |
| 7  | The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.                                                                                                                                                                                                                                                                                                                                                                                                                                               | (Yes/No) | Bidder should specifically confirm on their letter head in this regard            |
| 8  | Bidders should not be under debarment/blacklist period for breach of contract/deficiency in Services/ 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 as well as they should not have been debarred/blacklisted for breach of contract/ deficiency in Services/ fraud/ corrupt practices by any Scheduled Commercial Bank/Public Sector Undertaking/State or Central Government or their agencies/departments anytime during the last three years.. | (Yes/No) | Bidder should specifically confirm on their letter head in this regard.           |
| 9  | The Bidder should agree to the terms and conditions of Service Level Agreement should they become the successful bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (Yes/No) | Bidder should specifically confirm on their letter head in this regard            |
| 10 | The Bidder should 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 issued by any of the Department of SBI as on the date of Bid submission.                                                                                                                                                                                                                                                                                                                                                                 | (Yes/No) | Bidder should specifically confirm on their letter head in this regard            |

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.

Eligibility criteria mentioned at Sr. No 2, 3 & 4 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 SL No 2,3 & 4 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.

Signature

Seal of Company

**APPENDIX-C : TECHNICAL EVALUATION CRITERIA****Technical Evaluation Criteria**

| S. No. | Evaluation Parameters                                                                                                                                    | Criteria            | Assigned Marks | Max Score |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|-----------|
| 1      | Award and Recognition to the Agency in the last 3 years to be submitted as per Form - 1                                                                  | More than 3 Awards  | 5              | 5         |
|        |                                                                                                                                                          | 3 Awards            | 3              |           |
|        |                                                                                                                                                          | 2 Awards            | 2              |           |
|        |                                                                                                                                                          | 1 Award             | 1              |           |
| 2      | Client List for business relationship of Rs. 1 Crores and above in previous year i.e. F.Y. 2024-25 as per Appendix -K                                    | More than 5 Clients | 5              | 5         |
|        |                                                                                                                                                          | 3 to 5 Clients      | 3              |           |
|        |                                                                                                                                                          | 2 Clients           | 2              |           |
| 3      | Client List for business relationship in BFSI Sector of Rs. 1 Crores and above in previous year i.e. F.Y. 2024-25 as per Appendix -K                     | More than 5 Clients | 5              | 5         |
|        |                                                                                                                                                          | 3 to 5 Clients      | 3              |           |
|        |                                                                                                                                                          | 2 Clients           | 2              |           |
| 4      | Average turnover for the last 3 consecutive financial years i.e. F.Y. 2022-23, 2023-24 and 2024-25                                                       | More than 20 Cr     | 15             | 15        |
|        |                                                                                                                                                          | 16–20 Cr            | 12             |           |
|        |                                                                                                                                                          | 10–15 Cr            | 9              |           |
| 5      | Years of experience in Digital and Social Media Listening, Content Detection and Removal/Taking Down of Identified content/Apps/Fake Profiles/pages etc. | More than 7 years   | 15             | 15        |
|        |                                                                                                                                                          | 5–7 years           | 10             |           |
|        |                                                                                                                                                          | 3–4 years           | 8              |           |
| 6      | Years of experience in Brand rights enforcement and initiating suitable legal action including defamation suits/injunction orders                        | More than 7 years   | 15             | 15        |
|        |                                                                                                                                                          | 5–7 years           | 10             |           |
|        |                                                                                                                                                          | 3–4 years           | 8              |           |
|        | <b>Total</b>                                                                                                                                             |                     |                | <b>60</b> |

**Part B: Presentation**

**The Presentation will be evaluated on the following parameters**

| <b>S. No.</b> | <b>Criteria</b>                                                                                                                                     | <b>Assigned Marks</b> | <b>Max Score</b> |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------|
| i.            | Understanding of existing and emerging threats in the Digital and Social Media Space                                                                | 15                    | 40               |
| ii.           | Action plan / strategy proposed for monitoring and takedown of content, Law enforcement and Brand Rights Protection as defined under Scope of Work. | 25                    |                  |

The bidders who score at least 50% marks in Part A and 75% in Part B separately (i.e. at least 30 marks out of 60 in Part-A and at least 30 marks out of 40 in Part-B) for the Technical Evaluation, will be eligible for the Commercial Bid opening stage.

## APPENDIX-D: BIDDER DETAILS

|                       |
|-----------------------|
| <b>Bidder Details</b> |
|-----------------------|

## 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<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

**Name & Signature of authorised signatory****Seal of Company**

**APPENDIX-E : SCOPE OF WORK**

|                      |
|----------------------|
| <b>Scope of Work</b> |
|----------------------|

**Objective of Engagement**

Broad list of activities under the scope of work includes but is not limited to the following:

The agency shall undertake the following activities as per the Scope of Work

- Continuously listen, monitor, analyse, and assess all digital and social media content related to the bank across various websites, social media platforms and other digital mediums like WhatsApp and Telegrams Channels and any other emerging platforms on 24 X 7 basis.
- Detect malicious, misleading, defamatory, fraudulent, unauthorised or reputation-damaging content, brand guideline violation or brand / logo infringement content related to the bank and report on 24 X 7 basis.
- Use content intelligence tools to detect such objectionable content in any form of text, video, infographics including AI generated contents and other emerging content forms as well.
- Identify fake profiles / handles / channels / pages / websites / Apps / phishing sites / Ads etc. in a time bound manner on digital and social media channels relevant to the Bank
- Identification of Deep fake / AI Generated videos featuring Bank's Logo/Brand name, Bank's Senior executives
- Identification and taking appropriate action, in coordination with the bank on comments over Social/Digital Media, related to Chairman, MDs and other senior functionaries, adversely affecting Brand image.
- Monitoring of brand rights violation across various platforms.
- Monitoring of violation of intellectual property rights (IPRs) over Digital and Social Media channels
- Initiate platform escalations for takedown actions with respect to content over digital and Social Media channels and various profiles / handles / channels / pages / websites / Apps / phishing sites / Ads etc. as advised by the Bank
- Initiate regular takedown actions related to contents / profiles / handles / channels / pages / websites / Apps / phishing sites / Ads etc. based on Brand assets / guidelines shared
- Initiate specific takedown actions related to reputation damaging contents / profiles / handles / channels / pages / websites / Apps / phishing sites / Ads etc in coordination with bank officials

- Initiate legal proceedings including FIRs, assistance in law enforcement actions, sending defamation notices, filing of defamation suits, initiating civil and criminal proceedings in eligible cases
- Act as the Bank's early-warning, enforcement, and response partner in the digital ecosystem
- Create and update strategies in line with the broad objectives of the bank
- Assisting Bank in initiating legal proceedings / defamation suits and other legal actions

#### **A. Platforms to be Covered**

The agency shall monitor **24×7** content across:

- Social media platforms: Facebook, Instagram, X (Twitter), YouTube, LinkedIn, Quora and Pinterest Threads, and snapchat and any other emerging platforms in future as advised by the bank.
- Messaging & community platforms (where legally permissible): Telegram channels, public WhatsApp groups, Reddit
- News portals, websites, landing pages, forums, local media websites

#### **Activity wise detailed Scope of Services**

#### **B. Monitoring of Digital and Social Media Platforms**

The Agency shall monitor various digital and social media platforms advised by the bank on 24\*7 basis

The Agency shall monitor Digital and Social Media platforms to detect

- Malicious, misleading, defamatory, fraudulent, unauthorised or reputation-damaging content, brand guideline violation or brand / logo infringement content related to the bank and report on 24 X 7 basis.
- Fake profiles / handles / channels / pages /websites/Apps/phishing sites etc. on digital and social media channels relevant to the Bank
- Deep fake / AI Generated videos featuring Bank's Logo/Brand name, Bank's Senior executives
- Misuse of Bank Name/Bank logos/Trademarks, branch visuals, screenshots of apps/websites
- Misleading Ads using Brand Name in time bound manner
- Screen recordings of banking apps/websites used for misinformation
- Intellectual property rights (IPRs) violation across platforms
- Edited or clipped content taken out of context for misuse

- Reused videos with new misleading narratives
- Thumbnails, Tags related to the bank
- Morphed, fake, or misleading images affecting Bank's reputation
- Comments over Digital / Social Media, related to Chairman, MDs and other senior functionaries of the Bank, adversely affecting our Brand image

### **C. Virality & Reputation Risk Assessment**

Apart from regular monitoring , the agency shall also monitor, assess and classify content from the reputational risk perspective as under :-

- Probable threat of reputational damage
- Speed of sharing and engagement growth
- involvement of Influencer or high-reach account such as News Channels and webpages
- Cross-platform propagation
- Regional spread and language amplification
- Probability of mainstream media pickup

Each identified content shall be assessed on below parameters:

- Threat to brand reputation featuring defamatory / derogatory content
- Potential impact on public trust
- Financial risk to users
- Possibility of fraud or panic
- Regulatory and compliance implications
- Political, social, or sensitive contextual risks
- Any other criteria as suggested by the bank from time to time

Such Content shall be categorized in 4 categories as under and will be dealt as per the TAT decided by the bank under SLA

- **Critical Risk**
- **High Risk**
- **Medium Risk**
- **Low Risk**

- The Agency should also put in place a mechanism for real time alerts for high-risk and viral content having probability of reputational damage. A separate dashboard for monitoring such events should also be put in place as advised by the Bank as and when required.

#### **D. Content Verification & Fact Analysis**

The agency shall in coordination with SBI team:

- Verify factual accuracy of viral claims
- Identify source authenticity
- Trace origin of content where technically feasible
- Determine intent: misinformation, disinformation, satire, fraud, or malicious activity
- Provide actionable intelligence briefs to the Bank

#### **E. Takedown & Platform Enforcement Actions**

The agency shall:

- Draft and submit takedown notices to social media platforms
- Engage with platform representatives
- Use fast-track escalation mechanisms for taking down, including, but not limited to undernoted cases
  - Impersonation of brand name/ logo or Senior officials of the Bank
  - Fraudulent schemes
  - Misuse of Bank branding
  - Removal of malicious, misleading, defamatory, fraudulent, unauthorised or reputation-damaging content,
  - Brand guideline violation or brand / logo infringement related content.
  - Fake Profiles / handles / channels / pages / websites / Apps / phishing sites / Ads etc.
- Track takedown status and resolution timelines

The detailed process flow including timelines in this regard will be as per SLA

## **F. Content Blocking & Account Actions**

- Recommend account suspension / blocking
- Identify repeat offenders
- Assist in permanent account removal where applicable

## **G. Legal Action & Enforcement Support**

### **Legal Drafting & Advisory**

The agency shall provide:

- Drafting of:
  - Legal / defamation notices
  - Platform-specific legal complaints
- Advisory to bank on applicable laws including:
  - IT Act & IT Rules
  - Cybercrime and fraud statutes
  - Defamation and intellectual property laws

### **Law Enforcement & Regulatory Liaison**

The Agency will assist the designated bank officials in

- Sending Legal / defamation notices
- Support in filing complaints / FIRs wherever required
- Obtaining Injunction orders from Competent Courts on actual cost basis
- Initiating Civil or Criminal proceedings, wherever required
- Assistance in Law Enforcement actions
- Assistance with regulatory reporting
- Evidence preservation and documentation support for legal purposes
- Initiating suitable action, wherever required, as per DPDP Act, 2023

## **H. Crisis Management Support**

- Immediate action during reputational risk crisis

- Identification of coordinated or malicious campaigns
- Support in content neutralization strategy
- Collaboration with Bank's PR, legal, and compliance teams
- Continuous monitoring until crisis closure

## **I. Reporting & Documentation**

### **Regular Reports**

- Daily monitoring summaries
- Weekly risk assessment reports
- Monthly trend and insight reports
- Reputational Risk reports including monitoring dashboards
- Platform-wise enforcement action reports
- Status monitoring and updating Bank about ongoing legal matters
- Any other reports as decided by the bank

### **Incident Reports**

- Detailed incident analysis for major events
- detection, escalation, action, and closure details of such events
- Learnings and preventive recommendations for such events

## **J. Technology, Tools & Infrastructure**

The agency must ensure:

- Content detection and content intelligence systems
- Secure data storage and access controls
- Ensure compliance with data protection and confidentiality norms
- Backup of specified data as desired by the bank at specified frequency
- Mechanism for sharing Backup of data at a specified frequency with the Bank
- Audit-ready logs of all actions taken and share with Bank on need basis

### **K. Dedicated Team Structure**

The agency shall deploy a dedicated team for carrying out the activities mentioned in SOW, comprising of :

- Tech analysts (AI / video intelligence)
- Social media monitoring specialists
- Legal team with capabilities of handling such matters
- Relationship manager (s) / SPOC for the Bank

### **L. Confidentiality & Compliance**

- Strict confidentiality of Bank data and findings
- No disclosure of incidents or actions without Bank approval
- Compliance with RBI, government, and cybersecurity guidelines
- Adherence to Bank's internal security and governance policies

### **M. Scope Flexibility**

The Bank reserves the right to:

- Expand or restrict scope based on requirements as mutually decided by the Bank and the Agency
- Engage the agency for additional legal or enforcement tasks as needed

### **Technical and Legal Capability**

The Agency must possess Technical and Legal know how to perform the activities as per the Scope of Work. The Agency must also constantly upgrade its technical and Legal capabilities to adopt to the dynamic nature of Digital and Social Media.

### **Social Media Security**

The agency will provide alerts of various threats/ dynamic risks as and when it appears on social sites, which may be detected real-time by use of tool/ software or any other technique and initiate appropriate actions to be protected from it. Below are some threats which are just illustrative but not exhaustive.

- Brand and executive impersonations
- Financial frauds, Profanity & Customer attacks
- Scams (Recruitment, Coupons, Lottery, Counterfeit, etc.)

- Piracy and trademark infringement
- Viruses
- Phishing and Social engineering
- Data leakage or posting inappropriate corporate data
- Targeted attacks
- Insider threat
- Social account hijacking
- Spamming
- Any other existing or emerging threats not covered above

**APPENDIX-F: COMMERCIAL BID**

The Commercial Bid should be quoted and presented in a separate sealed envelope bearing the identification – “**Commercial Bid for Techno Legal Agency**”

The bidding agency must submit the Commercial Bid only as per the prescribed format under

**Appendix F**

- The Commercial Bid should not include any conditions attached to it and any such conditional Commercial Bid shall be liable for rejection.
- The Commercial Bid must be quoted in Indian Rupees only.
- The top 3 bidding agencies post the technical evaluation process (Part A & B) subject to meeting a minimum score of 60% will qualify for the financial round.
- The sealed bids are opened, and the winner will be decided based on quote among the qualifying bidding agencies.
- The bidder should provide retainership fee breakup on the following lines:

| Sl. No. | Job List                                                                                                                                                                                                                                                                                                                                                                                | INR (per month)   |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.      | Monitoring and identification of malicious, misleading, defamatory, fraudulent, unauthorised or reputation-damaging content, brand guideline violation or brand / logo infringement content related to the bank including fake profiles / handles / channels / pages /websites/Apps/phishing sites/ deep fakes etc on digital and social media channels relevant to the Bank as per SOW |                   |
| 2.      | Taking down of identified content, fake profiles / handles / channels / pages /websites/Apps/phishing sites, deep fakes etc from digital and social media space as per SOW                                                                                                                                                                                                              |                   |
| 3.      | Initiation of Legal action including serving Defamation Notices as and when advised by the bank                                                                                                                                                                                                                                                                                         | Actual Cost basis |
| 4.      | Representing Bank in Competent Courts for purposes defined in Scope of Work                                                                                                                                                                                                                                                                                                             | Actual Cost basis |
|         | <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                            |                   |



**APPENDIX F1- Techno Commercial Evaluation**

The Techno Commercial Evaluation will take into consideration the Score obtained in the Technical Evaluation as well the Price quoted in the Commercial Bid.

The Weightage assigned for Technical Evaluation is 70% and weightage assigned for Commercial Bid is 30%.

A “Score” will be calculated for all “Qualified Agencies” using formula, given below:

$$\text{“Score”} = (T/HT)*70\% + (LC/C)*30\%$$

T = Technical Evaluation Score of each Agency in the Technical Evaluation.

HT = Highest Technical Evaluation Score among the “Qualified Agencies” in the Technical Evaluation

LC = Lowest Rate of Financial Bid among the qualified Agencies as quoted in Commercial Bid

C = Rate of Financial Bid quoted by each agency as quoted in Commercial Bid

$$TW = (T/HT)*70\% = \text{Weighted Technical Score}$$

$$CW = (LC/C)*30 = \text{Weighted Commercial Score}$$

The bidder scoring the maximum Score will be the successful bidder. In case of tie between for two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.

| <b>Scoring Sheet</b> |                     |                              |                                           |                   |                            |                                           |                    |
|----------------------|---------------------|------------------------------|-------------------------------------------|-------------------|----------------------------|-------------------------------------------|--------------------|
| Bidder Name          | Technical Score( T) | Highest Technical Score (HT) | Technical Weighted Score (T/HT)*70%= (TW) | Commercial Bid(C) | Lowest Commercial Bid (LC) | Weighted Commercial score (LC/C)*30% (CW) | Final score =TW+CW |
|                      |                     |                              |                                           |                   |                            |                                           |                    |
|                      |                     |                              |                                           |                   |                            |                                           |                    |
|                      |                     |                              |                                           |                   |                            |                                           |                    |
|                      |                     |                              |                                           |                   |                            |                                           |                    |

**APPENDIX-G : BANK GUARANTEE FORMAT**

**BANK GUARANTEE FORMAT**  
***(TO BE STAMPED AS AN AGREEMENT)***

THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **CC/M&C/26-27/01** dated **01/06/2026**.

WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /- ( ) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_ /- ( ) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs.   /- (    ).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs.    - (    ).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.



- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs.   /- (    )
- ii. This Bank Guarantee shall be valid upto \_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorised official**

**APPENDIX-H : PENALTIES**

**Penalties**

1. Performance of the services made by the (Service Provider) shall be in accordance with the detection, reporting, escalation activities and legal actions, TAT specified in SLA for various activities and other related terms & conditions as specified in the Contract and the attached SOW. Any instances in failure of performing the obligation or defect, solely attributable to any act/omission by the Service Provider, in its performance may result in deduction from the retainership fee of that particular job list (as more particularly defined in Service Level Agreement), as penalty with a sum equivalent to 1% of the monthly retainership fees for that particular Job list or part thereof, maximum up to 10% of the monthly retainership fee for the particular job list. For avoidance of doubt, it is hereby clarified that this clause does not apply to any third-party payments including but not limited to Legal matters related spends, made by the Service Provider to third parties on behalf of the Bank and no penalty shall be levied on such amount.
2. The Bank shall, without prejudice to its other remedies under the contract invoke the Performance Bank Guarantee which the Service Provider has furnished in favour of the Bank. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract and amicable discussion with the Service Provider
3. In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the Service Provider. However, the Service Provider shall continue the performance of the contract to the extent not terminated.

**APPENDIX I : NON DISCLOSURE AGREEMENT**

**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 Marketing & Communication 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 incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, 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.

**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. **Restrictions**

- (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 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

(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 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) 20\_\_ at \_\_\_\_\_ (place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |



For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |



**APPENDIX J : PREBID QUERY FORMAT**

**Pre-Bid Query Format**

| <b>Bidder Name</b> | <b>Sl. No</b> | <b>RFP Page No.</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|---------------------|-----------------------|------------------------|--------------------------|
|                    |               |                     |                       |                        |                          |
|                    |               |                     |                       |                        |                          |
|                    |               |                     |                       |                        |                          |
|                    |               |                     |                       |                        |                          |



**APPENDIX K: FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

(On the letterhead of the Agency duly stamped and signed)

**List of Clients of the agency**

**To whomsoever it may concern**

| <b>S. No.</b> | <b>Name of Client</b> | <b>Sector of client</b> | <b>Since year (in chronological order starting with latest first)</b> |
|---------------|-----------------------|-------------------------|-----------------------------------------------------------------------|
| 1             |                       |                         |                                                                       |
| 2             |                       |                         |                                                                       |
| 3             |                       |                         |                                                                       |
|               |                       |                         |                                                                       |
|               |                       |                         |                                                                       |

**Name & Signature of authorised signatory**

**Seal of Company**



**FORMAT FOR SUBMISSION OF CLIENT REFERENCES (BFSI)**

(On the letterhead of the Agency duly stamped and signed)

**List of Clients (BFSI) of the agency**

| S. No. | Name of Client | Sector of client | Since year (in chronological order starting with latest first) |
|--------|----------------|------------------|----------------------------------------------------------------|
| 1      |                |                  |                                                                |
| 2      |                |                  |                                                                |
| 3      |                |                  |                                                                |
|        |                |                  |                                                                |
|        |                |                  |                                                                |

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency



**APPENDIX – L : STATUTORY INFORMATION**

(On Agency’s letter head)

**TO WHOM SO EVER IT MAY CONCERN**

This is certify that this Agency has given below statutory registrations, photocopy of which are annexed hereto.

| <b>S. No.</b> | <b>Registration for</b>    | <b>Registration No</b> | <b>Date of Registration</b> |
|---------------|----------------------------|------------------------|-----------------------------|
| 1             | PAN                        |                        |                             |
| 2             | TAN                        |                        |                             |
| 3             | GST                        |                        |                             |
| 4             | Shop & Establishment Dept. |                        |                             |
| 5             | Other                      |                        |                             |

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency



**APPENDIX – M : CERTIFICATE REGARDING FINANCIALS**

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s. .... having its Registered Office ..... had achieved the following level of Turnover/Net profits/ Net worth in respect for the financial years mentioned hereunder:

(INR In Crores)

| <b>Particulars</b> | <b>FY 2020-21</b> | <b>FY 2021-22</b> | <b>FY 2022-23</b> | <b>FY 2023-24</b> | <b>FY 2024-25</b> |
|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Turn over          |                   |                   |                   |                   |                   |
| Net profit         |                   |                   |                   |                   |                   |
| Net-worth          |                   |                   |                   |                   |                   |

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors/Chartered Accountants

Name :

Seal

Place :

Date :



**APPENDIX – N : STATUS OF LITIGATION DECLARATION**

(On the letterhead of the Agency duly stamped and signed)

**STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER**

| SN | Other party to litigation | Case no & Court | Status of bidder in litigation (Applicant / Respondent) | Briefs of litigation |
|----|---------------------------|-----------------|---------------------------------------------------------|----------------------|
| 1  |                           |                 |                                                         |                      |
| 2  |                           |                 |                                                         |                      |
| 3  |                           |                 |                                                         |                      |
| 4  |                           |                 |                                                         |                      |

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency

**List of awards**

Eligible awards: All nationally and internationally renowned awards in the field of Monitoring and Taking down of Digital and Social Media content and Initiating Legal action in this regard

**APPENDIX – O : DATA PROCESSING AGREEMENT**

**Data Processing Agreement**

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") dated \_\_\_\_\_ between:

(i) State Bank of India ("Controller")

**And**

(ii) M/s. \_\_\_\_\_ ("Data Processor")

WHEREAS:

(A) State Bank of India (hereafter referred to as "SBI") acts as a Data Controller.

(B) SBI wishes to contract certain Services (provided in Schedule 1), which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

(C) The Parties wish to lay down their rights and obligations (Processor obligations in Clause 3).

IT IS AGREED AS FOLLOWS:

**1. Definitions and Interpretation:**

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all schedules.

1.1.2 "Controller" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable).

1.1.3 "Client" means a customer of State Bank of India.

1.1.4 "Data Protection Legislation" means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

1.1.5 "Data subject" has the meaning given to it in the Data Protection Legislation.

1.1.6 "Personal Data" has the meaning given to it in the Data Protection Legislation and relates only to Personal Data processed by a Contracted Processor on behalf of SBI pursuant to or in connection with the Principal Agreement in relation to the Services provided.

1.1.7 "Processor" means a data processor providing services to SBI.

1.1.8 "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of SBI in connection with the Agreement.

1.1.9 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.10 "EEA" means the European Economic Area.

1.1.11 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.

1.1.13 "Data Transfer" means:

1.1.13.1 a transfer of Personal Data from SBI to a Processor; or

1.1.13.2 an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

1.1.14 "Services" means the services to be performed by the Processor described in the Principal Agreement (as provided in Schedule 1).

1.1.15 "Supervisory authority" has the meaning given to it in the Data Protection Legislation.

1.1.16 "Personal data breach" has the meaning given to it in the Data Protection Legislation.

1.1.17 "Personnel" means the personnel of the Processor, Subcontractors and Subprocessors who provide the applicable Services; and

1.1.18 "Third country" has the meaning given to it in the Data Protection Legislation.

## **2. Processing of Personal Data:**

2.1 In the course of providing Services to State Bank of India, the Processor may process Personal Data on behalf of State Bank of India.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

2.2.2 not Process Personal Data other than on the relevant documented instructions of SBI.

### **3. PROCESSOR OBLIGATIONS:**

#### **3.1 Processor Personnel:**

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.1.1. The Processor shall process Personal Data only on the documented instructions from State Bank of India from time to time. State Bank of India shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Processor shall notify State Bank of India of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.

3.1.3. The Processor shall immediately notify State Bank of India if, in Processor's

opinion, State Bank of India's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any instruction received from State Bank of India, it shall promptly notify State Bank of India accordingly.

3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

### **3.2 Security:**

**3.2.1** Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2.2 In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

3.2.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Processor by State Bank of India from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

### **3.3 Sub-Processing:**

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with [no less than [xx days] prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object

to such new Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.3.2 The Processor shall include in any contract with its Sub processors who will process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

### **3.4 Data Subject Rights:**

Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed to and be considered by State Bank of India responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3.4.1 Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

3.4.2 In case Data Subject Requests are received by Processor, then the Processor shall:

3.4.2.1 promptly notify SBI if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

3.4.2.2 ensure that it does not respond to that request except on the documented instructions of SBI or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws

3.4.2.3 inform SBI of that legal requirement before the Processor responds to the request.

### **3.5 Personal Data Breach:**

3.5.1 Processor shall notify SBI without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing SBI with sufficient information to allow SBI to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2 Processor shall co-operate with SBI and take reasonable commercial steps as are directed by SBI to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

### **3.6 Data Protection Impact Assessment and Prior Consultation:**

Processor shall provide reasonable assistance to SBI with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which SBI reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to, the Processors.

### **3.7 Deletion or return of Personal Data:**

3.7.1 Subject to this section 3.7 Processor shall, promptly and in any event within <XX> business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.

3.7.2 Processor shall provide written certification to SBI that it has fully complied with this section 3.7 within <XX> business days of the Cessation Date.

### **3.8 Audit Rights:**

The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow

for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

### **3.9 Data Transfer:**

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/ India and/or the European Economic Area (EEA) without the prior written consent of SBI. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses / EU-US Privacy Shield for the transfer of personal data.

### **3.10 Records:**

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to State Bank of India in accordance with Data Protection Legislation.

### **3.11 Notify:**

The Processor shall immediately and fully notify State Bank of India in writing of any communications the Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

### **3.12 Agreement Termination:**

Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the Processor shall: (i) return to State Bank of India; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to State Bank of India that it has complied with its obligation to delete Personal Data under this clause.

#### **4. STATE BANK OF INDIA'S OBLIGATIONS:**

State Bank of India shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavours to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

#### **5. General Terms:**

##### **5.1 Confidentiality:**

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law.
- (b) the relevant information is already in the public domain.

##### **5.2 Notices:**



All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

**5.3 Governing Law and Jurisdiction:**

5.3.1 This Agreement is governed by the laws of INDIA.

5.3.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of MUMBAI.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

For State Bank of India

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

For Processor M/s

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_



## SCHEDULE 1

### 1.1 Services

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.



**SCHEDULE 2**

**Personal Data**

| <b>Category of Personal Data</b> | <b>Category of Data Subject</b> | <b>Nature of Processing Carried Out</b> | <b>Purpose(s) of Processing</b> | <b>Duration of Processing</b> |
|----------------------------------|---------------------------------|-----------------------------------------|---------------------------------|-------------------------------|
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |

### SCHEDULE 3

#### Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.



2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and SBI’s Information Security Policy as appropriate.

At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by SBI)

| S. No | Controls to be implemented                                                                           | Compliance (Yes / No)                                                    | If under implementation, give date by which implementation will be done |
|-------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1     | Whether the Processor has Information security policy in place with periodic reviews?                |                                                                          |                                                                         |
| 2     | Whether the Processor have operational processes with periodic review, including but not limited to: | a. Business Continuity Management                                        |                                                                         |
|       |                                                                                                      | b. Backup management                                                     |                                                                         |
|       |                                                                                                      | c. Desktop/system/server/network device hardening with baseline controls |                                                                         |
|       |                                                                                                      | d. Patch Management                                                      |                                                                         |
|       |                                                                                                      | e. Port Management Media Movement                                        |                                                                         |
|       |                                                                                                      | f. Log Management                                                        |                                                                         |
|       |                                                                                                      | g. Personnel Security                                                    |                                                                         |
|       |                                                                                                      | h. Physical Security                                                     |                                                                         |

| S. No | Controls to be implemented                                                                                      | Compliance (Yes / No)   | If under implementation, give date by which implementation will be done |
|-------|-----------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------------------------------------------|
|       | i. Internal security assessment processes                                                                       |                         |                                                                         |
| 3     | Whether a proper documented Change Management process has been instituted by the Processor?                     |                         |                                                                         |
| 4     | Whether the Processor has a documented policy and process of Incident management /response?                     |                         |                                                                         |
| 5     | Whether the Processor's environment is suitably protected from external threats by way of:                      | a. Firewall             |                                                                         |
|       |                                                                                                                 | b. WAF                  |                                                                         |
|       |                                                                                                                 | c. IDS/IPS              |                                                                         |
|       |                                                                                                                 | d. AD                   |                                                                         |
|       |                                                                                                                 | e. AV                   |                                                                         |
|       |                                                                                                                 | f. NAC                  |                                                                         |
|       |                                                                                                                 | g. DLP                  |                                                                         |
|       |                                                                                                                 | h. Any other technology |                                                                         |
| 6     | Whether rules are implemented on Firewalls of the Processor environment as per an approved process?             |                         |                                                                         |
| 7     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule? |                         |                                                                         |
| 8     | Whether proper log generation, storage, management and analysis happens for the Processor application?          |                         |                                                                         |
| 9     | Is the Processor maintaining all logs for forensic readiness related to:                                        | a. Web                  |                                                                         |
|       |                                                                                                                 | b. Application          |                                                                         |
|       |                                                                                                                 | c. DB                   |                                                                         |
|       |                                                                                                                 | d. Configuration        |                                                                         |
|       |                                                                                                                 | e. User access          |                                                                         |
| 10    | Whether the Processor maintains logs for privileged access to their critical systems?                           |                         |                                                                         |
| 11    | Whether privilege access to the Processor environment is permitted from internet?                               |                         |                                                                         |
| 12    | Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?       |                         |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                             | Compliance (Yes / No)        | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------|
| 13    | Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? |                              |                                                                         |
| 14    | Whether Processor has deployed secure environments for their applications for:                                                                                                                         | a. Production                |                                                                         |
|       |                                                                                                                                                                                                        | b. Disaster recovery         |                                                                         |
|       |                                                                                                                                                                                                        | c. Testing environments      |                                                                         |
| 15    | Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                                            | a. Web                       |                                                                         |
|       |                                                                                                                                                                                                        | b. App                       |                                                                         |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                         |
|       |                                                                                                                                                                                                        | d. Critical applications     |                                                                         |
|       |                                                                                                                                                                                                        | e. Non-Critical applications |                                                                         |
|       |                                                                                                                                                                                                        | f. UAT                       |                                                                         |
| 16    | Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?                                                                                          |                              |                                                                         |
| 17    | Whether Internet access is permitted on:                                                                                                                                                               | a. Internal servers          |                                                                         |
|       |                                                                                                                                                                                                        | b. Database servers          |                                                                         |
|       |                                                                                                                                                                                                        | c. Any other servers         |                                                                         |
| 18    | Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?                       |                              |                                                                         |
| 19    | Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?                                                                                     |                              |                                                                         |
| 20    | Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?                                                                            |                              |                                                                         |
| 21    | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                                                                               |                              |                                                                         |
| 22    | Whether the Processor has deployed any open source or free software in their environment?                                                                                                              |                              |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                                                                                 | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------|
|       | If yes, whether security review has been done for such software?                                                                                                                                                                                           |                       |                                                                         |
| 23    | Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?                                                                                                                                                                      |                       |                                                                         |
| 24    | Whether the data shared with the Processor is of sensitive nature?                                                                                                                                                                                         |                       |                                                                         |
| 25    | Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?                                                                                                                                                |                       |                                                                         |
| 26    | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)                                                                                                                                  |                       |                                                                         |
| 27    | Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?                                                                                                                                  |                       |                                                                         |
| 28    | Whether the Processor is required to store the data owned by State Bank?                                                                                                                                                                                   |                       |                                                                         |
| 29    | Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?                                                                                                                |                       |                                                                         |
| 30    | Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?                                                                                                                                                            |                       |                                                                         |
| 31    | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?                                                                                                                                          |                       |                                                                         |
| 32    | Whether the Processor is required to share SBI specific data to any other party for any purpose?                                                                                                                                                           |                       |                                                                         |
| 33    | Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?                                                                                                                     |                       |                                                                         |
| 34    | Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?<br>If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances. |                       |                                                                         |
| 35    | Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act?                                                           |                       |                                                                         |



| S. No | Controls to be implemented                                                                                   | Compliance (Yes / No)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 36    | Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service? |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |
| 37    | Whether the SLA/agreement between SBI and the Processor contains these clauses:                              | <ul style="list-style-type: none"> <li>a. Right to Audit to SBI with scope defined</li> <li>b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.</li> <li>c. Right to recall data by SBI.</li> <li>d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.</li> <li>e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.</li> <li>f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.</li> </ul> |                                                                         |