**REQUEST FOR PROPOSAL(RFP)**
**OF**
**START-UPS, FINTECHS & DIGITAL CAPABILITY PARTNERS (DCPS)**
**FOR**
**DEVELOPMENT, CUSTOMIZATION, INTEGRATION OF VKYC BASED VCIP DIGITAL SOLUTIONS**
**FOR PROCUREMENT OF SOFTWARE SOLUTION/ SERVICE**

Ref: SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/01

**Name and Address of the Principal Office:**


**Deputy General Manager (Innovation & Spl Projects),**
**Digital Banking-Consumer,**
**State Bank of India, Corporate Centre,**
**9th Floor, Plot No.IT-6**
**New Bhakti Knowledge City**
**Airoli Knowledge Park**
**Navi Mumbai-400708**

## Part-I

## Part-II

| O | FORMAT FOR SUBMISSION OF CLIENT REFERENCES |
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## Schedule of Events

| Sl No | Particulars | Remarks |
|---|---|---|
| 1 | Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP) | Deputy General Manager<br>(Innovation and Special Projects)<br>State Bank of India, Corporate Centre,<br>9th Floor, Plot No. IT-6 \|<br>Newa Bhakti Knowledge City,<br>Airoli Knowledge Park<br>Navi Mumbai - 400 708<br>Phone: 022- |
| 2 | RFP Document Availability including changes/amendments, if any to be issued | RFP<br>This RFP will be published both online/ Print on:<br>e-tendering website - https://etender.sbi/SBI/<br>Bank website – https://bank.sbi<br>Newspaper Publications: |
| 3 | Last date for requesting clarification | Any clarification/queries pertaining to RFP process beyond 30/07/2026, 17:00 PM will not be entertained on e-tender portal (https://www.etender.sbi)<br><br>All communications regarding points / queries requiring clarifications shall be submitted on https://etender.sbi/SBI/ portal only. |
| 4 | Clarifications & Amendments | 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. The bidder may be asked to give presentation for the purpose of clarification of the bid. |
| 5 | Last date and time for Bid submission | Upto 5:00 pm (time) on 21.08.2026 (date) |
| 6 | Address for submission of Bids<br>*(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)* | https://etender.sbi/SBI/<br><br>Vendor Support (Email ID & Contact Details) -<br>etender.support@sbi.co.in |

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| 7 | Opening of Indicative Price Bids | Indicative price bid of technically qualified bidders only will be opened on a subsequent date (through Virtual Meeting on MS Teams). | |
| 8 | Bank Guarantee | 5% of the agreement value _____ | Performance Security in form of BG should be valid for entire Contract tenure plus three months from the effective date of the Contract. |
| 9 | Bidder Contact Details | Bidder to provide following information:<br>1. Name of the Company<br>2. Contact Person (s)<br>3. Mailing address along with Pin Code (Registered & Corporate)<br>4. Telephone number with STD code<br>5. Mobile Number (s)<br>6. e-mail ID (s) | |

## Part-I

### 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** and the Bank sponsored Regional Rural Banks (RRBs) for procurement of VKYC based VCIP Solution.

ii. In order to meet the Software Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in Appendix-1 of this RFP document

iii. Bidder shall mean any entity (i.e. juristic person) which meets the eligibility criteria given in Appendix – B of this RFP and willing to provide the Software Solution/ service as required in the scope of work in Appendix 1 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 of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/ service desired in this RFP. The proposed Software Solution/ service must integrate with Bank's existing infrastructure seamlessly.

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 taking up the project for supply of proposed Software Solution/ service for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Software Solution/ service 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:

1. **"The Bank/Bank"** 'means the State Bank of India having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc.) of State Bank of India, branches/other offices available at various locations within India and managed by the Bank

**2."Bidder"** means an eligible entity/firm submitting the Bid in response to this RFP.

**3."Bid"** means the written reply or submission of response to this RFP.

**4. "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.

5. **"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.

6. **"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 TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

7. **Software Solution/ Services/ System – "Software Solution" or "Services" or "System"** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the RFP.

8. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Software Solution / Service.

## OBJECTIVES OF RFP (Scope of Work)

As given in **Appendix-1** of this document.

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

ii. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.

iii. Service Provider shall ensure that only its authorized employees/representatives access the Device.

iv. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.

v. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.

vi. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

vii. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats inorder to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

## 5.ELIGIBILITY AND TECHNICAL CRITERIA:

i. The bidder must be duly registered in India and Licensed by Reserve Bank of India (RBI)

ii. The entity should submit a declaration at the time of consideration RFP / award of contract, detailing the names of their officials, Role, Current position, date of joining, date of resignation /superannuation/job end date. The term official may be construed to mean Directors (including member of Board of Directors) / Officers / Advisors / Employees / Consultants etc., who may have held any position / role in the entity in the last five years and had also held any post in State Bank of India (Regular / Contractual), in the past / currently.

iii. Bid is open to all Bidders who meet the eligibility and techno commercial 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.

(a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.

(b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

## 6.TECHNO-COMMERCIAL EVALUATION CRITERIA

i. Bidder evaluation will be done based on two aspects Technical Criteria and Commercial Criteria as provided in Appendix C.

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

## 7. 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.

## 8. ROLL OUT PLAN

a. The Successful bidder should roll out Solution as per implementation plan agreed with the bank Following are indicative:

b. The bidder must conduct performance tests ensuring coverage of all types (e.g. load, soak, stress, endurance, volume, peak scalability etc.) with numbers closely mirroring real world scenarios. The bidder will need to provide performance and stress reports to ensure that the overall platform meets the SLA and non-functional requirements.

c. Customer Journey and Screen Design for the Products as defined by the Bank (including Loan and Deposit Products)

d. Integration with the Bank Systems (CBS, LOS, LMS, , CRM, RISK Rating module, Audit module & Banks existing APIs etc.) with data flow from portal to CBS/LOS/ /LMS/CRM/ rating module/ audit module and vice versa. Defining Business Rule engines. Customized Reports & Dashboard

## 9. BID/ OFFER

i. The Bid / Offer should be complete in all respects and contain all information asked for in this document.

ii. Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of the proposal.

iii. The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.

iv. RFP signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only BID will be opened and evaluated.

v. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders.

vi. Digitally Signed copy of RFP document to be submitted online at e-tender website https://etender.sbi/SBI/.

vii. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

viii. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

ix. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

x. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in State Bank of India in stipulated time i.e. supply Installation, Implementation etc.

xi. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on e-tender website (e-tender. sbi/SBI/) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

## 10. 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-K** within the date/time mentioned in the Schedule of Events via Email: **fintech.yono@sbi.co.in.**

ii) 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.

iii) 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.

iv) 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.

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

vi) The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit e-tender website for clarifications and other communications.

vii) Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on e-tender portal (e-tender.sbi/SBI/).

## 11. CONTENTS OF BID DOCUMENT:

i. The Bidder must thoroughly study/analyze 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.

## 12.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 for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H.**

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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or

(c) 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

(d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

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.

## 13.BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for development, customization, Integration of VKYC based VCIP Solution in response to the **RFP No.** *SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/01***dated 20.07.2026.** 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-C** and technical eligibility 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 as mentioned in Part-II.

(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, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11"*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).

(i) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under Appendix-C.

**ii. Bidders may please note:**

a. Bid Form (Appendix A), including Appendix 1, Payment schedule, indicative price bid, Certificate of local content, etc duly signed as acceptance of submitted in response to RFP.

b. Scanned copy of duly stamped and signed Pre-Contract Integrity.

c. **Indicative Price Bid for** providing of pricing in response to the **RFP No.** SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/01 dated **20.07.2026** should contain only indicative Price Bid strictly on the lines of **Appendix-F** . The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only. The Bidders must submit their indicative Price Bid online through e-tender Portal. The Pricing should not be submitted via email, sealed cover envelope or any other medium that may lead to breach of confidentiality of the shared quote.

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

e. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.

f. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected

g. 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.

**h. 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).**

**i.** Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.

j. 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.
k. The Bidder must provide specific and factual replies to the points raised in the RFP.
l. 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.
m. All the enclosures (Bid submission) shall be serially numbered.
n. 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.
o. 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.
p. The Bank reserves the right to reject Bids not conforming to above.

## 14. DEADLINE FOR SUBMISSION OF BIDS:

a. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".

b. In 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.

c. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

## 15. 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.

## 16. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.

ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.

iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, 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.

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

## 17. 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.

## 18. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.

iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, 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 Software Solution/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.

## 19.TECHNICAL EVALUATION:

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

## 20. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

i. The bidders who qualify for opening of commercial bids, their bids shall be opened in front of Authorized Bank officials along with the representatives of the participating bidders either offline or online mode. However, the Bank may open the bids in the absence of bidder's representative also.
ii. The Bidder will be selected as TC1 (successful bidder) on the basis of net total of the price evaluation as quoted in their commercial bid submitted online at e-tender portal.
iii. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 5 working days of opening of commercial bid, failing which Bank may take appropriate action.
iv. Errors, if any, in the price breakup format will be rectified as under:
v. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
vi. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
vii. If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
viii. The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

## 21. CONTACTING THE BANK:

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

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.

## 22. AWARD CRITERIA AND AWARD OF CONTRACT:

**Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in Tc=) will be termed as TC1. If TC1 is 'Class-I local supplier', the contract for full quantity will be awarded to TC1.

(b) ) If TC1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the TC1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the TC1 price.

(c) In case such lowest eligible 'Class-I local supplier' fails to match the TC1 price, the 'Class-I local supplier' with the next lowest bid within the margin of purchase preference shall be invited to match the TC1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the TC1 price, then the contract will be awarded to the TC1 bidder.

**For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:**

**"Local content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**"Class-I local supplier"** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder.

**"Class-II local supplier"** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

**"Non-local supplier"** means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

**"Minimum Local content"** for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

**"Margin of purchase preference"** means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

**Verification of local content**

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of location(s) at which the local value addition is made

Total cost of Software Solution along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid

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 14 **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

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.

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.

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.

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.

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.

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..

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.

The Bank reserves the right to award the contract, if TC1 Bidder is not able to supply/implement the project within the stipulated time mentioned in the RFP or performance/services of the successful bidder (TC1) after award of contract is not satisfactory, to TC2 Vendor. However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

**23. PRICE COMPOSITION:**

i. The commercial bid should be submitted online on Bank's e-tender portal in an encrypted format.
ii. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
iii. The Total cost should be exclusive of all applicable taxes and duties, GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
iv. If the cost for any line item is indicated as zero/nil/blank, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
v. Bank will not pay any Labour charges for transportation, Road Permit, any other items separately. All such costs, if any, should be absorbed in the above TCO.

vi. Any upward / downward change in applicable GST will be to the account of Bank. If any changes from the quoted price, the bidder will produce the respective notification of such changes.

vii. If there is discrepancy in total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total price shall be corrected.

viii. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the error-correction, its bid will be rejected.

## 24. 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.

## 25.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.

## 26.CONTRACT AMENDMENT:

No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids., except by written amendment, signed by the parties.

## 27. 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.

## 28.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-*I* 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.

   The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

The Performance Security shall be for an amount of -------- for entire contract period plus 3 months. The BG should be issued by a scheduled commercial bank other than SBI and needs to be submitted by successful bidder within 30 days from issuance of purchase order or within such extended period as may be decided by the Bank. BG should remain valid for a period of three months beyond the date of expiry of contract

## 29 SYSTEM INTEGRATION TESTING & USER ACCEPTANCETESTING:

Service Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.

## 30. SERVICES:

i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.

ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.

iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.

iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.

vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.

vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.

x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.

xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

## 31. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

iv. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.

vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
   (a) Diagnostics for identification of systems failures
   (b) Protection of data/ Configuration
   (c) Recovery/ restart facility
   (d) Backup of system software/ Configuration

vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## 32. PENALTIES:

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

## 33. 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.

## 34. INSPECTION AND TESTING:

i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.

ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:

(a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.

(b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.

iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.

v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

## 35. RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The 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 the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the 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 the 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 the 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.).

## 36. SUBCONTRACTING:

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

## 37. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

## 38.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 amount payable to the Service Provider in the twelve months period immediately preceding the event giving rise to such claims as on the date on which the claim so arises or amount of bank guarantee whichever is greater.

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.

## 39.CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 15 of Service Level Agreement placed as Appendix J to this RFP.

## 40.DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in Part II of this RFP.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, 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).

## 41. 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 misdemeanors.

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-J** 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-N 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.

## 42.TECHNICAL DOCUMENTATION:

i. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

## 43. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. **The product / service / solution being offered should not infringe any patent, trademarks, copyrights, or such other Intellectual Property Rights. The entity must ensure that the application / product / solution, code, artefacts, scripts, etc. offered by them have been developed by them and not copied, pilfered, hacked, transferred, or procured from any other company or individual(s).**

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

## 44. LIQUIDATED DAMAGES:

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

## 45. 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.

## 46. 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 *42" 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 EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i)

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.

## 47. 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 the 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 the 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 43 *(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, software and 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 Software Solution and/or 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 or in case of software provision for future upgrades.

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 the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the 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.

## 48. 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.

## 49.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.

## 50. TERMINATION FOR CONVENIENCE:

i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).

ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

## 51. 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 within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, 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.

## 52. GOVERNING LANGUAGE:

The governing language shall be English.

## 53. 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.

## 54. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY

**54.1** Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on 'restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security' is applicable for this RFP.

54.2 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

54.3 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

54.4 “Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a) An entity incorporated, established or registered in such a country; or

b) A subsidiary of an entity incorporated, established or registered in such a country; or

c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

d) An entity whose beneficial owner is situated in such a country; or

e) An Indian (or other) agent of such an entity; or.

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**54.5** The beneficial owner for the purpose of (12.8.3) above will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**54.6** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
**54.7** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## 55. TAXES AND DUTIES:

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

Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Appendix-G).**

Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**

Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

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.

i. 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.

## 56. 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.

## 57. 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.

## 58. 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 products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ 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.

**59. EXIT CLAUSE:**

The Bank reserves the right to cancel/exit the contract in the event of happening one or more of the following conditions:

a. Failure of the selected vendor to accept the contract within 14 days from receipt of purchase order.

b. Delay in delivery beyond the specified period as per SLA terms.

c. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.

d. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of One month during the contract period. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/considered. Such proposals will be disqualified.

## 60. NOTICES:

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

# Part-II

**Appendix-1**

## SCOPE OF WORK – VKYC

### A .Functional Requirements

1. Video KYC process as per RBI KYC master direction- RBI/DBR/2015-16/18 Master Direction DBR.AML.BC.No.81/14.01.001/2015-16:-
    a. The platform shall support both scheduled VKYC appointments and instant real-time call joining. Customers will be able to select convenient time slots, while also allowing walk-in VKYC calls where applicable. It should also have an integrated in-house video streaming capability to provide seamless end to end support.
    b. An intelligent slot and queue management mechanism will be implemented to handle peak loads efficiently. Calls will be auto queued and allocated to available VKYC officers to minimize wait times and improve customer experience.
    c. Prioritization of calls
    d. The VKYC flow shall include mobile number verification, income verification (where applicable), PAN and/or other OVD capturing, digital signature capturing, and live photo capturing during the call. All data captured shall be securely stored and time stamped.
    e. The system shall perform facial photo matching between the live captured image and Aadhaar/PAN images. Matching results shall be provided with confidence percentage scores for validation.
    f. AI-based liveliness detection shall be implemented to ensure the customer is physically present during the VKYC session and to prevent spoofing or fraudulent attempts.
    g. Location Check-capturing Lat/Long values and capability to restrict/allow calls from geo location as in when required. Location: While traditionally required to be in India, some IFSC units in GIFT City are enabling remote video KYC for specific jurisdictions (US, UK, Canada, UAE, etc.).
    h. Multi-Lingual support in languages as specified by the bank
    i. The platform shall perform name matching across submitted documents (Aadhaar, PAN, and customer input) to identify discrepancies and flag them for review.
    j. Manage drop-off for the customers at various stages by managing the bandwidth and auto connect capability system after call drop.
    k. Status maintenance along with reasons
        i. Successful: VKYC completed and approved
        ii. Declined: VKYC rejected with documented reasons

iii. Incomplete: VKYC not completed due to customer/system issues

l. AI-Based Forgery Detection: Systems must detect digital manipulation, deepfakes, such as mismatched backgrounds, facial morphing, unnatural skin textures, or anomalies in facial movement, often using AI models like YOLO for detecting multiple people or unauthorized objects. System should be able to detect scenarios such as Distributed Denial-of-Service (DDoS) attacks using spoofed IP addresses, Man-in-the-Middle (MitM) attacks involving identity or IP spoofing, Address Resolution Protocol (ARP) spoofing within Local Area Networks (LANs), and Domain Name System (DNS) spoofing leading to traffic redirection to malicious destinations.

System should be able to detect following Deep fake scenarios:

**Real-Time Face Swap Detection:** Detection of live face swap attempts using frame-by-frame adversarial analysis during the VCIP session.

**AI-Generated / Synthetic Person Detection:** Identification of AI-generated or synthetic identities presented as live individuals.

**Facial Editing Detection:** Detection of region-level facial tampering, including manipulation of key features such as eyes, mouth, and skin texture.

**Virtual Camera / Injected Feed Detection:** Identification of virtual or emulated camera devices and validation of video stream authenticity through device fingerprinting and stream integrity checks.

**Replay Attack Detection:** Prevention and detection of replayed video attacks through multi-stage liveness checks, including passive liveness and flash-based active liveness mechanisms.

**Voice Clone / Audio Deepfake Detection:** Detection of AI-generated or cloned voices using audio deepfake analysis during the VCIP interaction.

2. Portal for User Management
   a. Super Admin
   b. Admin
   c. Video calling officers
   d. Checker
   e. Auditors

3. Reporting requirement
   a. MIS Dashboard for Video Calls, Users, etc.
   b. Real time Monitoring and data insights for improving the system

4. Alerts-Sending Alerts to customers at various stages through different channels.

5. Different Workflow to cater various use cases
   a. Saving Account

b. KYC Update
c. Joint Account
d. NRI Journey
e. Digi locker integration
f. e-PAN support
g. Any other future journeys

6. Security features
   a. Blocking spoofed IPs
   b. Blocking calls outside India
   c. Maintaining Audit logs

7. Video and Summary file management
   a. Storing and Purging Videos as per RBI master direction
   b. Sharing Summary files of the Video calls
   c. Data sharing handshake capability with SBI IT Platforms

8. Compliant as per RBI guidelines from time to time and system inclusive of check points embedded as per RBI guidelines.

9. Accessibility features as prescribed by RBI from time to time - To support customer with disabilities with latest assistive technologies as under:
   (i) Alternative Verification Methods:
   - No mandatory eye-blinking or facial gestures for liveness detection.
   - Thumb impressions accepted in digital KYC.

   (ii) Assistive Technologies
   - Sign language interpretation during video calls.
   - Closed captions and audio descriptions for customers with hearing or visual impairments.
   - Voice-enabled services for navigation and authentication.

Indicative Volume:

| Year | SA | Re-KYC | Other VCIP journeys- CA, PPF, Joint AO, etc. | Total |
|---|---|---|---|---|
| **2026-27** | 5,00,000 | 3,00,000 | 2,00,000 | 10,00,000 |
| **2027-28** | 6,00,000 | 4,00,000 | 3,00,000 | 13,00,000 |
| **2028-29** | 7,00,000 | 5,00,000 | 4,00,000 | 16,00,000 |

**The volumes are indicative and the payment will be made as per actuals.**

## 10. Artificial Intelligence (AI) & Fraud Prevention Requirements

**10.i. AI Governance**: The Vendor shall ensure that all Artificial Intelligence (AI), Machine Learning (ML) and Computer Vision models deployed as part of the solution are explainable, auditable, version-controlled and compliant with applicable regulatory and statutory requirements. The Vendor shall maintain documentation relating to model architecture, training methodology, confidence thresholds, validation reports, model versions and retraining history, and shall furnish the same to the Bank whenever required.

**10.ii. AI Bias & Fairness Assessment** : The Vendor shall periodically assess AI models for demographic bias, fairness and accuracy across various customer groups and submit periodic assessment reports to the Bank. Appropriate corrective measures shall be implemented wherever material bias or unacceptable performance variations are identified.

**10.iii. Human Override of AI Decisions:** All AI-generated outcomes including facial recognition, liveness detection, OCR validation, document verification and fraud detection shall support manual review and override by authorised Bank officials. All such overrides shall be recorded with complete audit trails including user identification, timestamp and reasons for override.

## <u>B. Technical Requirements</u>

The proposed VKYC solution must be architected as an enterprise-grade and audit-ready platform, capable of seamless integration into SBI's ecosystem while ensuring scalability, data sovereignty, and long-term architectural sustainability.

1. Solution architecture, APIs integrations, security and data layer must follow policy/guidelines established by SBI.
2. All integrations must support:
    a. API versioning
    b. Backward compatibility
    c. Graceful deprecation
    d. Vendor APIs must expose clear error codes (business vs technical) for bank systems.
    e. Idempotency support for call-backs and retries to avoid duplicate onboarding records
3. Cloud native architecture to support scaling and handle unexpected traffic.
4. Complete documentation of technical stack including SBOM addressing the following areas (but not limited to)
    a. Frontend (Web / Mobile SDKs)
    b. Backend services
    c. AI/ML components
    d. WebRTC stack
    e. Databases & storage

f. Third-party dependencies (e.g., Twilio, Agora)
g. Use of open-source components must include version details, license type, vulnerability management approach

5. Embedded solutions (AI/ML) for facial recognition, OCR, liveness check. The model used should be versioned, explainable and auditable.
6. End to End encryption for video calling and data transmission.
7. Audit logging must be enabled at all steps in KYC session and agent activity including timestamping, geolocation data and more.
8. Device compatibility to support wide range of devices.
9. Data archival and purging must be customizable as per bank guidelines. The bank shall retain ownership of all KYC data and evidence.
10. Implement fallback strategies and retry mechanisms to handle connection failures or disruptions, ensuring sessions resume seamlessly upon reconnection rather than restarting from the beginning. Ability to pause, resume, or re-route sessions without breaking audit continuity.
11. Hosting must be either in bank's private cloud or public cloud (restricted to SBI tenancy) subject to approval.
12. Vendor shall provide necessary solutions, approach and support for deployment antifactory, CI/CD, monitoring tools.
13. Vendor shall support synchronous and asynchronous call-backs to-from Bank systems.
14. Vendor shall provide performance benchmarks for concurrency, bandwidth utilization etc.
    - Explicit declaration of:
        - Peak concurrent VKYC sessions supported
        - Agent-to-session ratios
        - Worst-case latency behaviour under congestion
    - Ability to throttle or shed load gracefully without corrupting sessions.
15. Proposed solution and architecture must support auto-scaling to for peak onboarding periods. Documented proposal for DR, auto scaling, failover testing must be provided.
16. Vendor shall support audit access during RBI audits, Internal audits and Forensic investigations.
17. Vendor must provide support for low bandwidth connectivity and appropriate fallback solutions. This may include but not limited to WebRTC based solutions, TURN servers (dedicated to the bank), Edge connections, etc.
18. There should not be hard dependency on vendor proprietary runtimes.
19. Separate environments for: Dev, UAT, Pre-Prod, Production. No production data usage in lower environments unless masked and approved.
20. The vendor shall commit to appropriate SLAs covering service availability, transaction completion reliability, operational efficiency, and customer/agent experience, as applicable to the Video KYC journey.

21. The vendor shall document a solution lifecycle and transition readiness approach, including data formats, evidence portability, and operational knowledge transfer.

**C. Security Requirement**

1. The Vendor shall process customer personal data strictly in accordance with the Data Protection Act, DPDP Guidelines, RBI's KYC framework, and any other applicable laws.
2. The Vendor shall implement and maintain appropriate security controls including encryption, access management, and incident response to protect the confidentiality, integrity, and availability of data.
3. The vendor shall maintain audit trails for all data access and processing actions.
4. Video stream should be end-to-end encrypted and protected against interception.
5. All video KYC data shall be stored within Indian jurisdiction, encrypted at rest and in transit. The Vendor shall ensure data subject rights can be fulfilled and provide timely breach notifications.
6. The Bank reserves the right to audit security controls and request documentation or evidence to ensure compliance throughout the contract tenure.

Also, applicable requirements regarding the data retention period and data purging requirements to be in line as per the Bank's policy

**D. Operations, Monitoring and Logging**

i. Solution should be responsible for monitoring the performance and health of their platform. This includes end to end monitoring of application, network, and infrastructure. The vendor should provide logs, metrics, and alerts to enable proactive monitoring and troubleshooting. Access to all monitoring dashboards to be provided to the bank.

ii. Solution should be capable of generating real-time alerts for critical events, such as critical application failures, security breaches, and data breaches. The alerts should be sent to designated individuals or groups via multiple notification channels, such as email, SMS, and mobile app notifications.

iii. Solution should have a comprehensive logging mechanism to store logs related to all system events, including user activity, system errors, and security events. The vendor should also capture and retain the logs for audit purposes as per the bank requirements.

iv. Overall log management: The platform should capture overall log management for their platform to support audit log requirements of the bank and ensure compliance. Each microservice should be able to generate logs and integrated with a centralized log aggregation tool, to ensure that no logs are locally produced and stored.

v. Error logs: The platform should have detailed logging capabilities to provide logs for debugging errors and root cause analysis of issues.

vi. Changelogs: The platform should have the capability to maintain changelogs for development and operations activities like configuration changes, admin changes etc. to support end to end tracking of changes made to the platform.

vii. The vendor should ensure logs are retained for a predefined period, as required by industry standards and regulatory requirements.

viii. The vendor should ensure that logs are stored securely and protected from unauthorized access or modification.

ix. Monitoring: Continuous monitoring mechanism for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring should be there

x. Solution platform microservices should be integrated with monitoring and performance telemetry tools.

xi. Solution shall detail out how the platform handles and recovers from component failures of other services without impacting overall system functionality specific to SBI and include information on redundancy and failover mechanisms.

xii. Platform should have ability to identify and isolate SBI's infra components whenever failures caused by other banks components at various levels such as network, database, or third-party service disruptions.

xiii. Vendor should have tools and procedures for rapid diagnosis and resolution of failures while minimizing downtime and ensuring seamless user experience.

xiv. **Disaster Recovery Objectives** The Vendor shall comply with the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) prescribed by the Bank. The Vendor shall conduct Disaster Recovery drills and failover testing at periodic intervals, or as directed by the Bank, and submit detailed test reports, observations and corrective action plans.

**<u>E. Support and maintenance</u>**

i. Vendor will be responsible for the support, operations 24/7, fixes, maintainability and modifications needed in any functionality.

ii. The platform vendor should provide support at different levels to address issues and incidents. This includes providing a help desk for L1 support, technical experts for L2 support, and developers for L3 support. Detailed support structure to be shared and aligned with Bank.

iii. Vendor should also provide a ticketing system to track and manage support requests.

iv. Solution vendor should collaborate with bank to establish a comprehensive error handling mechanism to define and implement best practices for error handling, including error logging, error codes, error messages, and appropriate error resolution procedures.

v. Bank has defined the incident severity levels to be followed by the vendor:

a. **Severity 1:** Any incident, bug, denial of service, performance limitation etc. for even a single customer or bank channel user, across the platform for a set of critical features as defined by the Bank.

b. **Severity 2:** Any incident, bug, denial of service, performance limitation etc. for even a single customer or bank channel user, across the platform for a set of 2nd priority features as defined by the Bank.

c. **Severity 3:** Any incident, bug, denial of service, performance limitation etc. for even a single customer or bank channel user, across the platform for rest of the features as defined by the Bank.

vi. Bank has defined expected level of service for each incident severity level which needs to be followed by the vendor:

| Component | Metric | Requirement |
|---|---|---|
| Severity | Severity 1 | < 15 mins |
| | Severity 2 | < 30 mins |
| | Severity 3+ | < 120 mins |
| Resolution | Severity 1 | < 4 hrs |
| | Severity 2 | < 12 hrs |
| | Severity 3+ | < 36 hrs |
| RCA | Severity 1 | < 24 hrs |
| | Severity 2 | < 48 hrs |
| | Severity 3+ | < 72 hrs |

vii. In addition, ensure minimization of the number of incidents and service errors per month, through stringent quality checks and resilience measures. Month-on-month or quarter-on-quarter incidents are to be tracked and limits are to be defined as part of SLAs.

viii. Penalty for availability to be defined by the bank.

ix. Vendor support will be required for SBI Command Center, providing end-to-end visibility for all 24/7 Operations, failure identification, and predictive analysis of failure.

x. Vendor should provide mechanism for grievance redressal in the ticketing system.

xi. **Vendor Personnel Governance**: The Vendor shall ensure that all personnel deployed for the project and having access to Bank systems, infrastructure or customer information have undergone appropriate background verification, executed confidentiality agreements and completed mandatory information security awareness training. Documentary evidence shall be furnished to the Bank upon request.

xii. **Key Personnel**: The Vendor shall identify key project personnel including the Project Manager, Solution Architect and Technical Lead. Replacement of such personnel shall require prior intimation to the Bank, except in circumstances beyond the Vendor's reasonable control.

xiii. **Change Request Governance**: The Vendor shall establish a formal Change Request (CR) management process for all enhancements, modifications and customisations. Every Change Request shall include business impact assessment, technical impact assessment, information security impact assessment, implementation schedule, rollback plan, testing approach, commercial implications and approval workflow prior to implementation.

## F: Training, Knowledge Transfer, and documentation

i. Knowledge playbooks and supporting documents should be shared such as user playbook, licenses, Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), BRDs (business requirement documents), solution documents, RCAs (root cause analysis), Test Plans, DRP (Data Recovery Plan) & BCP (Business Continuity Plan), Operational Manual & other functional, technical manuals.

ii. Vendor should also assist bank with any document requirement as part of their business, technical, security guidelines.

iii. Detailed documentation (functional and technical) shall be provided to the bank on all the implementation and customization done. Backup, archival, restoration and database maintenance (if any specific to platform functioning) shall be provided by the successful vendor duly documented.

iv. Documentation and data dictionary shall be updated and provided to bank after every customization. All installation and configuration reports, documents, diagrams etc., are to be supplied before infra provisioning.

v. The following minimum documentation, but not limited to, (hard copy and soft copy) on any proposed software components must be made available in English on or before major release:

a. Documentation of Business Requirement
b. Technical Architecture Manual
c. Documentation on Technical requirement
d. Definition of detailed technical project plan
e. Documentation of architecture requirements
f. Functional Specification Document (FSD)
g. Design of High Level and Low Level application architecture & related documents
h. Detailing of non-functional requirements like – exception handling, logging, archiving, monitoring, etc.,
i. Preparation of interface design document and mapping specifications document.
j. Cloud deployment architecture
k. Technical Operation Management
l. Patch Deployment Manual if applicable
m. General functional description

n. Set up and installation guide if applicable
o. User guide including
   - Screen layouts
   - Report layouts
   - Transaction processing rules
   - Operation authorization descriptions
   - Error correction procedure descriptions
   - Error tracking and defect resolution documentation process
p. Techno – Functional Risks and Mitigation Document
q. Functionality Traceability matrix
r. High Level Design Document
s. Proof of Concept for the solution
t. Low Level Design Document
u. Test Plans
v. Comprehensive Test Cases Document (Unit, Integration and UAT Test cases)
w. Deployment Plan Document
x. Content Management Guide
y. Change Management Methodology Document
z. Security Guide
aa. User Management Guide
bb. Release Notes
cc. BCP Guide

vi. Vendor shall also provide the MIS reports as per requirements of the Bank. Any level/version changes and /or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the vendor to the Bank, free of cost in timely manner.

**G: Testing requirements**

i. Vendor will be responsible to conduct and manage thorough end to end testing and tests must include (where applicable), but not limited to:
   a. Unit Testing
   b. Integration testing
   c. Functional Testing (functional testing must be done for all APIs and SDKs along with front end modules, and for all form factors of the front end)
   d. Regression Testing
   e. Performance Testing
   f. Security and Compliance Testing
ii. Vendor must develop a comprehensive testing strategy that includes functional testing (both manual and automated), unit testing, API testing (both manual and automated), security testing, and performance testing. This

strategy should also cover failover testing scenarios to ensure robust failover capabilities of the platform.

iii. Vendor should manage and maintain automation testing suites for both API testing as well as Functional/UI based automation testing for both Mobile and Web based channels wherever applicable.

iv. Vendor should ensure anonymization of data in case of production live-data is used to replicate scenarios

v. Vendor must ensure that Test environments (testing, SIT, UAT) are always accessible and available for testing (based on level of access and environment type)

vi. The vendor will be responsible for creating and managing the test scripts for testing the solution implementation.

vii. Vendor must also ensure performance testing is conducted for both synthetic as well as on real-world endpoints in the case of mobile devices to ensure compatibility across all flavors of Android and iOS, and provide test reports for all popular mobile device types of each operating system

viii. The vendor should document and address any issues or bugs identified during the testing phase.

ix. Vendor should conduct performance testing and security testing at regular intervals (e.g., monthly: defined by the bank's ISD team) to ensure that their platform meets the bank's requirements. This includes load testing, stress testing, and penetration testing. The vendor should also provide documentation and reports to demonstrate the results of their testing.

x. Vendor will be responsible for publishing the testing results regularly to the bank, as defined or requested by bank's team.

xi. The Infra testing environment along with testing tools should be managed by vendor.

xii. The vendor shall ensure that the test environments are exposed to the bank's digital channels and underlying systems, as desired by the bank.

xiii. Vendor should be using agile product development principles including DevSecOps enabling inbuilt security, automated testing, deployment, and release management.

xiv. DevSecOps pipeline must include phases such as Plan, Code, Build, Test, Release and Deploy

xv. Security reviews and code quality checks must be applied to each phase of the pipeline.

xvi. Movement of code from one phase/stage to another must be precluded by peer-review.

xvii. DevSecOps pipeline should ensure configuration driven deployment across all environments.

xviii. Solution must ensure all development is accompanied by Automation Testing, which in turn should be executed automatically through the CI/CD process on deployment as well as extensive manual testing. Solution should ensure that each type of testing should equally be executed.

## H: Security and regulatory compliance standards

i. The following information security policies (included, but not limited to) and standards should be adhered to:
   a. SBI Cyber Security Policy & Standards
   b. SBI Cyber Crisis Management Plan
   c. Information Security Procedures & Guidelines
   d. Information Security Policy & Standards
   e. SBI Cyber Security Procedures and Guidelines
   f. SBI Group Cyber Security Policy
   g. Policy on Fraud Risk Management
   h. Digital Payments Regulations
   i. SBI Data Governance Policy
   j. SBI policy on Record and Data Retention
   k. SBI API Governance Policy

ii. The vendor must ensure that the solution is secure and compliant with industry standards and regulations, and review and comply with the Information Security Policies and Standards defined by the bank.

iii. Vendor should ensure closure of all VAPT/ Information Security (IS) Audit observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the bank or bank appointed external system audit team.

iv. The IS (information Security) audit shall be conducted by a certified organization, such as CERT-In.

v. The solution shall be ISO 27001, and ISO 27018 certified.

vi. Solution should comply with the security guidelines as and when issued by Android, iOS etc.

vii. Data integrity and data protection should be maintained throughout the complete lifecycle. Solution should comply with data privacy laws (such as GDPR, DPDP) and ensure robust security guardrails are in place.

viii. Data encryption at rest and in-transit should be implemented to securely transmit data using minimum AES256 or TLS (1.2 and above)/SSL for secure data transfer.

ix. Vendor should comply with the bank's data retention policies and industry regulations regarding the retention and purging of user data. The vendor should implement processes and mechanisms to automatically purge user data after a specified timeframe of 7 years, as defined by the bank or relevant regulations.

x. These data purging processes should be secure and irreversible, ensuring compliance with data privacy requirements and minimizing the risk of unauthorized access or data breaches.

xi. Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using VPN Gateway, SSH and SSL/TLS encryption. End-to- end process for managing and protecting encryption keys to be established and documented.

xii. Compliance to minimum AES 256 to be ensured on ongoing basis as defined in by the Data Governance and IS policy of the Bank.

xiii. Application should encrypt all the sensitive data in database and supports Data encryption standard [DES], 3 DES (Triple Data Encryption Algorithm) and PKI (Public Key Infrastructure) security algorithms.

xiv. The ownership of data within the software platform should be clearly defined with bank. The vendor and bank should jointly define a clear and unambiguous data ownership framework that outlines the bank's ownership, access, storage, security, privacy, and retention rights and responsibilities for data within the software platform.

xv. Vendor should adhere to the relevant standards published (or to be published) by DeitY/MeitY or relevant standards body setup or regulator like RBI, SEBI, AMFI / recognized by Government of India and notified to the vendor by DeitY/MeitY/SEBI/AMFI/RBI/or by any institution recognized by Govt. of India as a mandatory standard and/or regulations.

xvi. If Indian government and regulators demand is received for any data, the process mentioned below has to be followed:

xvii. Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining approval from the Bank.

xviii. Vendor shall provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements of the Bank

xix. Audit logging should be enabled on all systems of the application. An audit trail of user access event logs should be maintained to ensure compliance towards regulatory requirements.

xx. Duration of retention of Log of data should be in accordance with extant Data Retention policy of the Bank.

xxi. Information security incident management process shall be established to discover, report, respond and prevent information security events and weaknesses effectively by bidder.

xxii. Strong Authentication and authorization mechanism in place. Application should be able to integrate with IAM or SSO is required.

xxiii. Solution should have Zero Trust security Model.

xxiv. The solution should comply with all the operative Guidelines for Mobile Banking Transactions in India issued by Regulatory / Statutory bodies such as RBI, TRAI, NPCI, EASE etc. The vendor should ensure that the application's security is also kept up to date with changes issues by the Regulatory/Statutory bodies.

xxv. Mandatory compliance of the banking application with the PA-DSS guidelines/standards.

xxvi. Vendor will need to ensure PCI-DSS compliance if card data is being transmitted/retrieved/stored. The vendor will need to ensure compliance is met as per defined timeframe by Bank in case of Bank's PCI-DSS auditor find irregularities.

xxvii. Vendor will need to ensure that all 7 layers are to be protected and put appropriate monitoring in all layers. A CERT-IN empaneled auditor should certify that all Government and regulator (RBI) requirements are met. Government and regulatory compliance will need to be met on an ongoing basis. In case of any open or pending compliance requirements, the bidder will need to ensure it is covered through manpower or technology solutions.

xxviii. The solution should comply with Cyber Security norms and information security policy of the bank, as amended from time to time, and be OWASP top 10 and SANS 25 compliant.

xxix. Solution should comply as per the bank's cloud cyber security policy.

xxx. Solution should have separate real time logging base on all Traffic, Threats, User IDs, Data filtering, Content filtering, unknown malware analysis, Authentication, Tunneled Traffic, and correlated log view base on other logging activities.

xxxi. Solution must have server load balancing algorithms like (but not limited to) round robin, weighted round robin, least connection, Persistent IP, Hash IP, hash Cookie, consistent hash IP, shortest response, proximity, SNMP, SIP session ID, hash header, Observed, Predictive, least session, least connections, super HTTP, least latency, weighted round robin and TCL based script for customized algorithm etc.

xxxii. Solution should protect session tokens, i.e., cookies: a. Sign cookies, to prevent clients from changing them b. Encrypt cookies, to hide contents. c. Prevent Cookie Replay attacks d. Allow for exempting certain cookies from security checks.

xxxiii. Vendor support will be required for integrating solution with SBI Command Center for application monitoring as per ISD guidelines. Vendor will have to provide end-to-end visibility for all 24/7 Operations, failure identification and predictive analysis of failure.

xxxiv. The solution should have separate real-time logging based on all traffic, threats, user IDs, data filtering, content filtering, unknown malware analysis, authentication, tunneled traffic, and correlated log view based on other logging activities.

xxxv. The solution must have server load balancing algorithms and protect session tokens, conforming to international accessibility standards such as the World Wide Web Consortium (W3C), GIGW Govt. of India Guidelines for websites, and the Web Content Accessibility Guidelines (WCAG) 3.0 Level AA, Google Core Web Vitals.

xxxvi. **Regulatory Change Management**: The Vendor shall implement all regulatory, statutory and compliance-related changes issued by RBI, CERSAI, UIDAI, MeitY, CERT-In, DPDP Authority or any other competent authority during the currency of the contract within the timelines prescribed by the respective regulator. Such changes shall be implemented without adversely impacting existing services and without requiring significant architectural modifications.

**I. Data, Analytics, and reporting**

i. Solution vendor should offer support for data upload, allowing the bank to import and synchronize various types of data required. This includes providing tools, resources, and guidance to facilitate the secure and efficient transfer of data from the bank's systems to the vendor's platform.

ii. Vendor should also support industry-leading data formats to ensure compatibility and ease of integration.

iii. The vendor should provide out-of-the-box readily available reports along with MIS reports as per the requirements of the bank.

iv. Vendor platform should be capable of both consuming and pushing data to the Bank’s data warehouse or MarTech stack as required by the bank, and the solution must ensure that it also sends this platform's data to the Bank’s analytics platform as and when required.

v. Solution should be able to share periodic Service Level Agreement (SLA), Key Performance Indicators (KPIs) for evaluating, other metrics & reports, Capacity Planning, etc., for internal review.

vi. Given the need for cloud deployment, all customer PII data will need to be encrypted and stored in cloud as per bank’s cloud policy whenever available or cybersecurity policy guidelines. All non-PII data should be capable of being hosted in the public cloud.

vii. The vendor needs to securely manage and store credentials, ensuring that only authorized entities can access the online marketplace platform and its data, mitigating the risk of unauthorized access or data breaches.

**J. Customer Support**

i. The SDK should have an in-built help menu that will resolve user queries with pre-defined FAQs and should be updated regularly as and when a new query which is unanswered arises. An option to call/email customer support from within the app/website should be available.

ii. The vendor should have clearly defined SOPs for customer complaint resolution

iii. The vendor should clearly define at which stage customer should raise a complaint/request with the bank or with the vendor/merchant, depending on the type of problem customer is/may be facing.

iv. The vendor shall conduct one-time training to Banks customer support staff to provide a front-line response for queries related to transactions and provide backend (B2B) support for Banks customer support staff to resolve issues.

v. The complaint handling should be within the defined timelines and guidelines as issued by the Bank from time to time.

**K. Reporting and Analytics**

i. Vendor should be able to provide daily/weekly/monthly reports and insights (depending on the type of reports, as per the bank's requirement) about the program performance and customer behaviour. This report shall include (illustrative only:
  - Performance reports (e.g., – overall category wise and merchant wise GMV)
  - Campaign efficacy reports (e.g. - Engagement offer conversion rate)
  - Funnel reports
  - Reconciliation and settlement reports

ii. Creating cohorts: The vendor shall set up a mechanism to understand user behavior in order to maximize transactions and share the required data with the bank's MarTech vendor.

iii. These reports should have the ability to visualize data in intuitive formats and can be exported in a CSV format.

iv. **Customer Experience Metrics**: The Vendor shall monitor and maintain customer experience metrics including queue waiting time, call connection time, session completion rate, video quality, call stability and overall VKYC success rate. The Vendor shall submit periodic MIS reports on these metrics and implement corrective measures wherever service levels fall below the thresholds prescribed by the Bank.

**L. Reconciliation and Settlement**

i. The vendor shall provide a real-time refund mechanism with the help of multiple payments, refund & status check APIs, along with a communication mechanism, where the customer would also be made aware of the refund.

ii. The mechanism to settle with the OMP merchants shall be set up by the vendor for day-to-day transactions happening on the marketplace.

iii. The vendor shall provide details of transactions done across various merchant categories including commission payable to Bank as contracted terms on monthly basis.

**M. Regulatory requirements**

i. The vendor should ensure that the solution provided complies to regulatory standards for Bank/RBI, GOI, like PCI-DSS Certification, GDPR compliance etc.

ii. The solution should comply with all applicable taxation laws, including GST provisions.

**N. Source Code Escrow**

**i.** For proprietary software components forming part of the proposed solution, the Vendor shall maintain a Source Code Escrow arrangement with an independent escrow agency. The escrow shall become accessible to the Bank under predefined circumstances including insolvency, liquidation, discontinuation of support or material contractual default by the Vendor, to ensure continuity of critical banking operations.

## O. Data Portability & Vendor Lock-in Prevention

**i. Vendor Lock-in Prevention**: The proposed solution shall be based on open standards and interoperable architecture and shall not create dependency on proprietary technologies that may restrict future migration.

**ii. Data Portability & Data Purging**: Upon request by the Bank or upon termination of the contract, the Vendor shall provide complete export of customer data, metadata, audit logs, reports, configurations and associated artefacts in Bank-approved, non-proprietary formats together with all reasonable migration assistance to facilitate seamless transition to another platform. A confirmation regarding purging of data one the export has concluded shall also be submitted by the vendor.

## P. Exit Management

**i. Exit Management**: The Vendor shall provide comprehensive Exit Management support upon expiry, termination or non-renewal of the contract. The Exit Management period shall be up to six (06) months or such period as may be specified by the Bank. During this period, the Vendor shall provide uninterrupted services, complete knowledge transfer, migration assistance, operational support, technical documentation, API specifications, configuration details, database schema and other artefacts necessary for seamless transition of the solution to the Bank or any third party designated by the Bank.

**ii. Parallel Run During Transition**: The Vendor shall support parallel operation of the existing and replacement solution during the transition period, wherever required by the Bank, until successful migration and formal acceptance by the Bank. No additional charges shall be payable for such transition support upon expiry of the contract.

Appendix–A

## BID FORM (TECHNICAL BID)

[On Company's letter head]

Date: ______________

To:
Deputy General Manager (Innovation & Spl. Projects),
Digital Banking - Consumer
State Bank of India, Corporate Centre,
Navi Mumbai-400705
< Address of tendering office >

Dear Sir,

**Ref: RFP No. SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/01 dated 20.07.2026**

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 supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the products/services mentioned in the scope of Work as per Appendix 1 of RFP in our indicative price Bid.
- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

i. 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".

ii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iii. 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.

iv. 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.

v. 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.

vi. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.

The commercial bid submitted by the Bidder in password protected PDF file online shall be opened in the presence of authorized representative of the Bidders.

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.

vii. 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.

viii. 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.

ix. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

x. 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.

xi. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.

xii. 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.

xiii. 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.

xiv. 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.

xv. 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..

_______________________________________________

*(Signature)* *(Name)*
*(In the capacity of)*
Duly authorised to sign Bid for and on behalf of

_______________________________________ **Seal of the company.**

**Appendix-B**

## BIDDER ELIGIBILITY CRITERIA

| S. No. | Eligibility Criteria | Compliance (Yes/No) | Documents to be submitted (whichever applicable) |
|---|---|---|---|
| **1. Eligibility Criteria for Indian Start-up** | | | |
| | The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry(Department of Industrial Policy and Promotion) The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) | | 1. Certificate of Incorporation issued by Registrar of Companies along with<br>2. Copies of Memorandum of Association<br>3. Copies of Articles of Association<br>4. Shareholding pattern<br>5. Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership Firm.<br>6. Certificate of Incorporation issued by Registrar in case of LLP.<br>PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility Bid. |
| | The entity should not be more than 10 years since the date of incorporation | | Certificate of Incorporation |
| | The turnover of the start-up should not have been greater than Rs. 100 crores from the year of commencement | | Certificate from the Chartered Accountant with UDIN to be submitted. |
| **2. Eligibility Criteria for FinTech/ Digital Capability Partner** | | | |
| | The minimum networth of the FinTech/ Digital Capability Partner should have a minimum net worth of Rs.100 lakh | | Copy of the latest audited balance sheet |
| | The entity should have been incorporated in India for at least two years as on the date on which it is being considered for engagement under this Policy | | Certificate of Incorporation |
| **3. Eligibility Criteria for both Indian Start-up & FinTech/ Digital Capability Partners** | | | |

| | | | |
|---|---|---|---|
| | The Bidder (including its OEM, if any) must comply with the requirements 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 | | Bidder should specifically certify in **Appendix-A** in this regard and provide copy of registration certificate issued by competent authority wherever applicable. |
| | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br>(Start and End Date of the Project to be mentioned) in the past | | Bidder should specifically confirm on their letter head in this regard as per **Appendix-O** |
| | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank) | | Brief details of litigations, disputes related to product/services being procured under this RFE or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| | Bidders should not be under 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 on the date of submission of bid for this RFE and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / | | Bidder should specifically certify in **Appendix-A** in this regard. |

| | | | |
|---|---|---|---|
| | Departments at any time, during the last 3 years. | | |
| | Entity is either working towards innovation, development or improvement of products or processes or services or provide solutions that can further help the bank in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment. | | Self-declaration on the company's letterhead should be submitted |
| | 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. | | Bidder should specifically certify in **Appendix-A** 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 Sl No 3 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 3 in table above.

iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C**

## Technical eligibility criteria& Techno commercial evaluation

| RFP | Category | Solution | | |
|---|---|---|---|---|
| | Technical Criteria | Evaluation parameters | | |
| **Sl No** | **Parameters** | **References documents** | **Supporting documents to be provided by vendor** | **Marks** |
| 1 | **Regulatory Compliance** | Regulatory Filings with MCA, SEBI, ROC (if applicable) | MCA portal filings, SEBI returns | **Mandatory Criteria** |
| | | Necessary License and Registration in place | License copies | |
| | | Internal Compliance policy | Policy Docs, Compliance reports | |
| | | Latest RBI Master Direction on KYC (V-CIP guidelines) | Declaration by the vendor | |
| | | DPDP Act, 2023 | Certificate by Vendor's Data Protection Officer/equivalent officer | |
| | | Data localization certificate/Proof of data localization | Server location (India) proof | **To be removed / made optional** |
| | | Others | Deepfake and Spoofing detection testing certificate from independent testers (Mandatory) | |
| 2 | **Company Profile** | | | |
| | **a. Date of Incorporation** | **if age is** | Certificate of Incorporation (COI), MCA filings | **10** |
| | | *less than 2 years: 1 mark* | | |
| | | *2 years - upto 5 years: 1.5 marks* | | |
| | | *5 years and above: 2 marks* | | |
| | **b. Experience of Bidder in VCIP solutions in BFSI sector** | **If age is** | **Document of Execution of work**/ Copy of Work order and / or Certificate of completion of the work/**Reference via Letter on client letter head** | |
| | | *Upto 2 yrs.: 0 marks* | | |
| | | *> 2 yrs. upto 3 yrs.: 1 mark* | | |
| | | *> 3 yrs.: 2 marks* | | |
| | **c. Audited Balance Sheet (ABS) & Turnover (Gross Revenue)** | ABS – 2025, 2024, 2023 (mandatory basis COI) | Audited Balance Sheets (last 3 years) | |
| | **d. Total Revenue (Rs. in Crs.) in FY 25-26/24-25** | *>=60 Crs.: 2 marks* | Certification letter from CA / Audit Report | |
| | | *>= 40 Crs.: 1.5 marks* | | |
| | | *>=20 Crs.: 1.0 mark* | | |
| | | *>= 10 Crs.: 0.5 marks* | | |
| | **e. Revenue Growth** | If YoY Revenue Growth in last 2 FYs: 2 *marks* | Audited Financial Statements (last 3 years) | |

| | | | | |
|---|---|---|---|---|
| | | If YoY Revenue growth in past 1 FY: 1 *mark*, Else Nil marks | | |
| | **f. Profitability Growth** | *Profitable in Last 2 FYs: 2 marks* | | |
| | | *Profitable in Last FY 24-25: 1.5 marks* | | |
| | | *Profitable in FY 23-24: 1mark, Else Nil marks* | | |
| 3 | **Risk Management** | | | |
| | **Data Privacy and Security policies and policy/process related to Crypto Agility of the Company** | | ISMS docs, InfoSec manual and related SOP, Incident response (last 2 years) and resolution timelines, Cyber Insurance policy documents | 10 |
| | | *If Yes: 4 marks* | | |
| | | *If Partial: 2 mark* | | |
| | | *If No: 0 marks* | | |
| | **External Audits (certificates to be enclosed) IS Audit, Data Privacy, IT Audit report for last 2 Years** | | Copy of relevant External IS/IT audit reports. **The Auditors performing security Audit to be Cert-in-certified** | |
| | | *If Yes for last 2 years : 3 marks* | | |
| | | *If Yes for last 1 year : 2 mark* | | |
| | | *If No : 0 marks* | | |
| | **External Certifications e.g., ISO/IEC 27001:2023, ISO 27701, PCI-DSS, SOC-I & SOC-II, GDPR or equivalent** | | Copy of valid Certificates | |
| | | *More than 3: 3 marks* | | |
| | | *Either 2 or 3: 2 mark* | | |
| | | *Only 1: 1 marks* | | |
| | | *If No: 0 marks* | | |
| 4 | **Solution Experience &Feature** | | | |
| | **Implementation of similar/same solution in other Banks** | | PO / Contract Copies and Reports / Certificates from clients | 10 |
| | | >= 6: 2 Marks | | |
| | | >= 4: 1 Marks | | |
| | | >= 2 : 0.5 Marks | | |
| | **Implementation of similar/same solution in other BFSIs** | | | |
| | | *>= 6: 2 Marks* | | |
| | | *>= 4: 1 Marks* | | |
| | | *>= 2 : 0.5 Marks* | | |
| | **Yearly Average Successful Calls handled (complete interaction) Per day** | | | |
| | | *> 1 lakh : 2 marks* | | |
| | | *> 50thousand-1 Lakh : 1.5 marks* | | |
| | | *>30-50 thousand : 1 mark* | | |
| | | *<=30 thousand : 0.5 marks* | | |
| | **Successful Calls for the Largest Clients handled (yearly)** | | | |
| | | > 60 Lakh: 2 marks | | |

| | | | | |
|---|---|---|---|---|
| | | > 50 lakh-60 Lakh: 1.5 marks | | |
| | | >35 lakh – 50 lakh: 1 mark | | |
| | | <=35 lakh: 0.5 mark | | |
| | **Peak Concurrent session capacity** | | | |
| | | *> 2 thousand : 2 marks* | | |
| | | *> 1 thousand-2 thousand : 1.5 marks* | | |
| | | *>500-1 thousand : 1 mark* | | |
| 5 | **Quality of Underlying Technology Stack and security compliance** | | | |
| | | Compliance on Regulatory/Statutory/Bank's Security Control Checklist - *Up to 3 marks* | Access Control Procedure, Information Security Management Policy, Data Privacy Policy, Provisions of IT Act 2000<br><br>Deepfake and Spoofing detection testing certificate from independent testers (Mandatory) | 10 |
| | | **Quality of technical presentation and Solution with Technology Stack with proper version, deployment architecture, sizing, and enterprise support** | Network and Application Architecture Diagrams, Tech Architecture | |
| | | *Excellent- 4-5 marks* | Logical Access Management Policy<br>Change Management, Version Control, Vulnerability and Patch Management (CVPM) Policy<br>Technical Presentation, SBOM, | |
| | | *Good- 2-3 marks* | | |
| | | *Satisfactory- 1 mark* | | |
| | | CERT-In empaneled Auditor security clearance for VKYC based solution - *2 marks* | CERT-In Certificate | |
| 6 | **Scalability and Efficiency** | | | |
| | | IT Infrastructure support - *Up to 2 marks* | Configuration Documents<br>Business Continuity Plan Testing Report<br>Human Resource Security Procedures<br>Cryptography/Encryption Security Policy<br>Change Management Version Control<br>Vulnerability and Patch Management (CVPM) Policy<br>Information Security Incident Response and Management Policy<br>Information Security Aspects of Business Continuity Management (BCM) Policy<br>CA reports/documents etc. | 10 |
| | | Scalability and Growth Projection Approach - *Up to 2 marks* | Scalability Architecture Design, Growth Roadmaps and Capacity Planning, Performance Testing and Benchmarking Results | |

| | | | | |
|---|---|---|---|---|
| | | Ease of Use, easily customizable and configurable: Parameterized, Open API based, Compatible (Clouds, LLMs & Databases), Integration with Contact Centre platforms / telephony (PRI / SIP) = *Up to 2 marks* | Architecture & design docs | |
| | | Efficiency and Performance monitoring = *Up to 2 marks* | Solution Documents and Reports / MIS | |
| | | **CMMI Level** | CMMI certificate/ appraisal report | |
| | | *CMMI 3 & above: 2 marks* | | |
| | | *CMMI 2: 1 mark* | | |
| | | *Else 0 marks* | | |
| **7** | **Market Sentiment and Opinions** | | | |
| | | General market trend, feedback from open market / recognitions, Patents, negative news relevant to solution delivery, implementation and operations, if any etc. = *Up to 5 marks* | Awards/Recognitions from BFSI industry bodies | **5** |
| | | | **Total** | **55** |

*Note:i. The above reference documents are indicative in nature, bidders may add relevant /supporting documents against each parameter for consideration*

***ii.Minimum score to qualify in technical evaluation for opening of commercial bid will be 70%.***

The Techno-Commercial score will be based on the relative weightage to be given to the technical criteria and commercials criteria in the ratio of 60:40.

Combined Score of Bidder =

$$60 \times \frac{\text{Technical Bid Score of Bidder}}{\text{Highest Technical Score}} + 40 \times \frac{\text{Lowest Commercial Price Bid}}{\text{Commercial Bid of Bidder}}$$

The bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked TC-1

Adherence to Bank's Policies & Procedures:

The Bidder to comply with the Bank's standard policies & procedures, the details of which are mentioned herewith:

- Information Security Checklist
- Cloud Adoption Policy
- Integration feasibility with Bank's Gen6 and higher version API Integration

Note: Technical evaluation Metric should also be attached here.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars | Details |
|---|---|---|
| 1. | Name | |
| 2. | Date of Incorporation and / or commencement of business | |
| 3. | Certificate of incorporation | |
| 4. | Brief description of the Bidder including details of its main line of business | |
| 5. | Company website URL | |
| 6. | Company Pan Number | |
| 7. | Company GSTIN Number | |
| 8. | Particulars of the Authorized Signatory of the Bidder<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 | |
| 10 | Particulars of the SPOC of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number | |

| | | |
|---|---|---|
| | Email Address | |
| 11. | Technology Competence | |
| 12. | External Ratings | |
| 13. | Accreditations | |
| 14. | Promoters' Qualifications | |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-E**

**Payment Schedule**

***Note:*** ***Detailed requirement of Software Solution/ services, installation, commissioning, training, support etc. may be given below by the department.***

***An illustrative list of requirements given below. If applicable, must be explained clearly in detail or modified as per the project requirements as per minutes of TPNC.***

| | | |
|---|---|---|
| 19 | Payment schedule | *Indicate the fees and compensation payable and whether the project is a time and materials project or a fixed-fee engagement. Also indicate when Service Provider is entitled to invoice the Bank for fees and expenses (e.g., monthly/ on the achievement of Milestones, Acceptance of Deliverables, etc.). Indicate whether invoicing for fees and expenses will occur other than on a monthly basis.* |

***Note:***
***1. Payment milestones for all the items and comprehensive warranty/ ATS/AMC/S&S must be specified in payment schedule.***
***2. The advance payment need to be generally discouraged.***

**Appendix-F**

## Indicative Price Bid

***Note:*** ***Suitable information should be sought in Indicative Price Bid. An example of Indicative Price Bid format is placed below for guidance.***

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

**Name of the Bidder:**

| Sr. No. | Item | Quantity/ No of Resources (Monthly/ Qtrly/Half yearly/Yearly | Rate per item/Per resource etc. (as applicable) | Total Amount in Rupees | Proportion to Total Cost (in percentage) # |
|---|---|---|---|---|---|
| 1. | Cost of Software Solution as per specification, if any (Please mention NA, if Not applicable) | | | | |
| 2. | Cost of Successful VCIP (For indicative no. of successful VCIPS for 3 years) | | | | |
| 3. | Installation/ Commissioning | | | | |
| 4. | Comprehensive warranty for Software Solution mentioned in items above for ____ years from the go live date. | | | | |
| 5. | Comprehensive annual maintenance/ATS/S&S for Software Solution mentioned above for ___years, including annual renewal cost, if any, after the end of comprehensive warranty. | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | (This cost should be maximum up-to 20% p.a. of license cost of software as quoted in S. No. 1 above). | | | | |
| 6. | Onsite support (24x7x365) Deployment as per Bank's requirement | | | | |
| 7. | On call support (24x7x365) | | | | |
| 8. | Training and Certification | | | | |
| 9. | Any Other item | | | | |
| **Total*** | | | | | |

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

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

**Breakup of Taxes and Duties**

| **Sr. No.** | **Name of activity/Services** | **Tax 1** | **Tax 2** | **Tax 3** |
|---|---|---|---|---|
| | | **Mention Name of Tax** | | |
| | | GST% | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| **Grand Total** | | | | |

**<u>Name & Signature of authorised signatory</u>**

**<u>Seal of Company</u>**

**Illustration**

| **Particulars** | **Indicative Price Bid Quote (INR)** | **Proportion to Total Cost 'G' (in %age) of indicative price bid** | **Final Price (INR) in reverse auction** | **Minimum final price should not be below (INR)** | **Maximum final price should not exceed (INR)** |
|---|---|---|---|---|---|
| ***A*** | ***B*** | ***C*** | ***D**** | ***E*** ***(95% of D)*** | ***F*** ***(95% of D)*** |
| Item 1 | 25 | 13.16 | 9.87 | 9.38 | 10.36 |
| Item 2 | 50 | 26.32 | 19.74 | 18.75 | 20.72 |
| Item 3 | 75 | 39.47 | 29.60 | 28.13 | 31.09 |
| Item 4 | 40 | 21.05 | 15.79 | 15.00 | 16.58 |
| **Grand Total (1 + 2 + 3 + 4)= G** | **190** | **100** | **75** | | |

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

**APPENDIX-G**

## Format for Self-Certification of Local Content

Date:

To,

________________________

________________________

________________________

Dear Sir,

**Ref.: RFP No. : _____________ Dated: _________**

This is to certify that proposed ____________ <product details> is having the local content of ____________ % as defined in the above-mentioned RFP.

1. The details of location(s) at which the local value addition is made are as under:

| Sl No | Product details | Name of place |
|---|---|---|
| 1 | | |
| 2 | | |

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official
Name:
Company seal:

**Appendix -H**

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

**THIS BANK GUARANTEE AGREEMENT** executed at _________this _________day of _________201 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 Software Solution/ Service) (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the 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.__________/- (Rupees _________ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs.__________/- (Rupees __________ only) 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.___________/- (Rupees ___________ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the 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 not withstanding 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.__________/- (Rupees ____________only).

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 the 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. This 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__________________/- (Rs. ________________only)

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-I**

## Penalties

Subject to the 'Service Disclaimer', the Service Provider shall ensure that the services are available to the Bank in proper working condition with an uptime of **99.99 % on a 24 hours x 07 days basis for 365 / 366 days in a year**.

Whenever there is an unscheduled downtime of source systems / server / applications managed by the Service Provider, Service Provider's APIs failing / unresponsive etc., Service Provider to notify the Bank stating the non-availability of such systems within **1.5 to 2 hours from the onset of such unscheduled downtime**. The severity levels have been included in **Appendix – F, section 2. a.**

It is the responsibility of the Service Provider to monitor servers / systems / application managed by them on 24 hours x 07 days basis for 365 / 366 days in a year. Failure to report unscheduled downtimes by the Service Provider will be monitored by the Bank and Bank may consider termination of the Agreement if multiple instances of such non-reporting of unscheduled service downtime is reported.

Service Provider to keep track of each such unscheduled downtime instance and send the data to the Bank on a monthly / quarterly basis.

With respect to planned downtimes as required by the Service Provider for reasons such as application maintenance / upgrades, downtime initiated by 3rd party cloud provider etc., the request for the same may be made to the Bank in writing, at least **7 working days prior to the start of the proposed downtime**. Service Provider to communicate unequivocally the requirement for such downtime to the satisfaction of the Bank. Service Provider to proceed for the downtime post written approval from the Bank.

For purpose of calculating penalty, uptime is calculated as under:

Uptime (%) = (Sum of total hours during month – Sum of downtime hours during month) * 100

------------------------------------------------------------------------------------------------

(Sum of total hours during month)

Total number of hours during month = No. of working days * 24 hours

The following will be excluded while calculation of uptime:

Planned weekly software upgrades downtimes by Service Provider, which will be approx. 30 mins and the same will be advised to Bank in advance

Source Level Downtimes which are beyond the control of Service Provider (Error codes to be confirmed by Service Provider and included in SLA)

Penalties for unscheduled application downtime shall be as under:

| Sr. No. | Period of Application Down | Penalty |
|---|---|---|
| 1 | 0 – 20 minutes after request lodgement | NIL |
| 2 | > 20 min up to 45 min after request lodgement | Rs.15,000 per hour or part thereof |
| 3 | > 45 min up to 60 min after request lodgement | Rs.25,000 per hour or part thereof |
| 4 | > 60 min after request lodgement | Rs.40,000 per hour or part thereof |

| Sr. No. | Description | Penalty |
|---|---|---|
| 1. | RTO requirement for the solution is 4 hours | Rs.16,000 per hour or part thereof beyond 4 hours |
| 2. | RPO requirement for the solution is zero Data loss | Rs.1 lakh for every instance of Data Loss |

**Penalty Cap for non-performance of SLA:** The penalty for non-performance of SLA during the entire currency of the engagement to not exceed 10% of Project Cost as defined in the SLA. **Once the maximum deduction is reached, the Bank may consider termination of the Agreement.**

The penalties will be recovered from Project Cost (Invoices) / Bank Guarantee as per sole discretion of the Bank.

# This penalty cap includes the quantum of penalty that may be levied as per ‘Transition Requirement’ clause.

Penalty Illustration:

| Sr. No. | Period of Application Down | Penalty |
|---|---|---|
| 1 | 20 minutes after request lodgement | NIL |
| 2 | 40 min after request lodgement | Rs.(15,000/60) * 40 = Rs.10,000/- |
| 3 | 60 min after request lodgement | Rs.(25,000/60) * 60 = Rs.25,000/- |
| 4 | 80 min after request lodgement | Rs.(45,000/60) * 80 = Rs.60,000/- |

Appendix-L

Service Level Agreement *

## 1. INFRASTUCTURE MANAGEMENT METRICS

The metrics given below are as per the infrastructure arrangements made by the Service Provider in their Data Centers which will be utilized for delivery of services as part of this Agreement.

### a. Service metric for Recovery Time objective (RTO)

In case of Service failure at Primary Data Centre in Bangalore then recovery will happen at Mumbai data center and below are SLA's for the same.

| SL no. | Service level category | Service level object | Measurement range/criteria |
|---|---|---|---|
| 1. | RTO for Shifting to Mumbai Data Center | 4 Hours | The application is available to receive and process transactions. |
| 2. | RTO for Restoring Historical Data to Mumbai Data Center | **24** Hours | The historical data is also available in the application. |

### b. SLA for Recovery Point Objective

| SL no. | Service level category | Service level object | Measurement range/criteria |
|---|---|---|---|
| 1. | RPO for Shifting to Mumbai Data Center | The site will have an uptime of 99.99% | Switch to Mumbai Data Center if the application has an unplanned downtime of more than 2 hours. |
| 2. | RPO for Restoring Historical Data to Mumbai Data Center | The 1-day old data will be available always. | Switch to Mumbai Data Center if there is an application has an unplanned downtime of more than 2 hours. |

## 2. SUPPORT METRIC

### a. SEVERITY LEVELS

i. Severity 1 Defect: Shall mean that the Service provider Service(s) is non-operational/unavailable. This is mainly for Service provider's servers are completely down and absent. This shall not include defects or errors occurring at the source level.

ii. Severity 2 Defect: Shall mean that Service provider Services are operational, however, there are changes in the source causing errors across all Service provider Services being consumed by the Customer.

iii. Severity 3 Defect: Shall mean defects which are not included in Severity 1 or Severity 2 described above.

1.
2. Service provider agrees that the below SLA will be applicable for end to end resolution of the problem in relation to the access and use of the Service provider Services.
3.
4. **3. RESOLUTION TIME FOR DIFFERENT SEVERITY LEVELS**

| Severity Type | Severity 1 Defect | Severity 2 Defect | Severity 3 Defect |
|---|---|---|---|
| SLA/Working Hours | 24x7 | 12 x 5 | 8 x 5 |
| Response on way forward in clock hours | Within 1 hour from being notified | Within 4 hours from being notified | Within 24 hours of being notified |
| Resolution in clock hours (where-ever possible) | Within 4 hours | Within 24 hours | Within 72 hours |

**4. ESCALATION MATRICS**

In the event that there are deviations from the Response & Resolution Times with respect to Severity 1 or 2 defects and qualified Service provider personnel have not responded to the Customer personnel initiating the support call and begun analysing the problem toward the end of providing at least a patch, workaround, resolution within the time frames provided in the table in **Appendix – F, Section 3 ("Response")**, the following escalation procedure shall apply and elaborated in the Line of Communication section below:

5.

If a Response has not been received within the time frames provided in the table **Appendix – F**, Section 3 then the Customer may escalate to the '*Level 1 Escalation Team*' for the Service provider.

6.

If a Response has not been received within 2 (two) hours after the escalation to Service provider in (i) above then the Customer may escalate to the '*Level 2 Escalation Team*' of the Service provider.

If a Response has not been received within 3 (three) hours after the escalation to Service provider in (ii), then the Customer may escalate further to the Service provider's '*Level 3 Escalation Team*'.

7. These aforementioned timelines are applicable for Severity Level 1. For Severity Level 2, the time to Response shall be 4 hours from '*Level 2 Escalation Team*' and 12 hours from '*Level 3 Escalation Team*'. For Severity Level 3, the time to Response shall be 12 hours from *Level 2 Escalation Team*' and 48 hours from *Level 3 Escalation Team*'.

8. In the event that the Response & Resolution Times have not been adhered to once during a given calendar year, Service provider shall be deemed to be in breach of this SLA and the Agreement, and the Customer shall be entitled to terminate the Agreement without prejudice to any remedies available to it pursuant to this Agreement and applicable laws.

***This Service level metrics shall form part of the Bank's Standard SLA to be executed with the successful bidder at the time of contract execution.**

Appendix-K

**Pre-Bid Query Format**
**(To be provide strictly in Excel format)**

| Vendor Name | Sl. No | RFP Page No | RFP Clause No. | Existing Clause | Query/Suggestions |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Appendix -L**

**PRE CONTRACT INTEGRITY PACT**
***(TO BE STAMPED AS AN AGREEMENT)***

General
This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its ________ ____________________ Department / Office at Global IT Center at CBD Belapur, 400614,
(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s____________________ represented by Shri________________, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any farm, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of BIDDERs**

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2. 2 The BIDDER 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 BUYER, 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.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Earnest Money (Security Deposit)**

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. **Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

| | |
|---|---|
| | |

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at ______ on___________

For BUYER
Name of the Officer.
Designation
Office / Department / Branch
State Bank of India.

For BIDDER
Chief Executive Officer/
Authorised Signatory
Designation

Witness
1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

**Appendix-M**

## Data Processing Agreement

≤ Applicable in case of activities for which selection of vendor/outsourcing of activities has been initiated involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers>

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 Sub processors 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.

3.4.1Taking 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 Procesor 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:**

5.3.1This 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

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

## 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 | | |
| | | 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? | | | |

| S. No | Controls to be implemented | | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|---|---|---|---|---|
| 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? | | | |
| 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 | | a. Internal servers | | |

| S. No | Controls to be implemented | | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|---|---|---|---|---|
| | Whether Internet access is permitted on: | 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? | | | |
| | 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)? | | | |

| S. No | Controls to be implemented | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|---|---|---|---|
| **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? | | |
| | 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? | | |
| **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: a. Right to Audit to SBI with scope defined | | |
| | 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. | | |
| | c. Right to recall data by SBI. | | |
| | d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others. | | |

| S. No | Controls to be implemented | | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|---|---|---|---|---|
| | | 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. | | |
| | | 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. | | |

**Appendix-N**

## FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

| Sr. | Data Field | Details |
|---|---|---|
| 1 | Component Name | |
| 2 | Component Version | |
| 3 | Component Description | |
| 4 | Component Supplier | |
| 5 | Component License | |
| 6 | Component Origin | |
| 7 | Component Dependencies | |
| 8 | Vulnerabilities | |
| 9 | Patch Status | |
| 10 | Release Date | |
| 11 | End of Life (EOL Date) Date | |
| 12 | Criticality | |
| 13 | Usage Restrictions | |
| 14 | Checksums or Hashes | |
| 15 | Executable Property | |
| 16 | Archive Property | |
| 17 | Structured Property | |
| 18 | Unique Identifier | |
| 19 | Comments or Notes | |
| 20 | Any Other Relevant Data | |
| 21 | Author of SBOM Data | |
| 22 | Timestamp | |

Guidance notes on filling the SBOM format above:

1. **Component Name**: The name of the software component or library included in the SBOM.
2. **Component Version**: The version number or identifier of the software component.
3. **Component Description**: A brief description or summary of the functionality and purpose of the software component.
4. **Component Supplier**: The entity or organization that supplied the software component, such as a vendor, third-party supplier, or open-source project.
5. **Component License**: The license under which the software component is distributed, including details such as the license type, terms, and restrictions.
6. **Component Origin**: The source or origin of the software component, such as whether it is proprietary, open-source, or obtained from a third-party vendor.
7. **Component Dependencies**: Any other software components or libraries that the current component depends on, including their names and versions.
8. **Vulnerabilities**: Information about known security vulnerabilities or weaknesses associated with the software component, including severity ratings and references

to security advisories or CVE identifiers.

9. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.
10. **Release Date**: The date when the software component was released or made available for use.
11. **End-of-Life (EOL) Date**: The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.
12. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.
13. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.
14. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.
15. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.
16. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.
17. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.
18. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

    "pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath," aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.
19. **Comments or Notes**: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.
20. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.
21. **Author of SBOM Data**: The name of the entity that creates the SBOM data for this component.
22. **Timestamp**: Record of the date and time of the SBOM data assembly.

**Appendix -O**

## Format for Submission of Client References

### To whosoever it may concern

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

**Name & Signature of authorised signatory**

**Seal of Company**