REQUEST FOR PROPOSAL OF START-UPS, FINTECHS & DIGITAL CAPABILITY PARTNERS (DCPS) FOR PROCUREMENT OF SOFTWARE SOLUTION/ SERVICE e2e DIGITALISATION OF LOAN AGAINST SECURITIES LIFECYCLE

SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/02

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

1. 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)	Name: Deputy General Manager (Innovation and Special Projects) State Bank of India, Corporate Centre, 9th Floor, Plot No. IT-6 | Newa Bhakti Knowledge City, Airoli Knowledge Park Navi Mumbai - 400 708
2	Bid Document Availability including changes/amendments, if any to be issued	RFP This RFP will be published both online/ Print on: e-tendering website - https://etender.sbi/SBI/ Bank website – https://bank.sbi Newspaper Publications
3	Last date for requesting clarification	Any clarification/queries pertaining to RFP process beyond, 17:00 PM will not be entertained on e-tender portal (https://www.etender.sbi). All communications regarding points / queries requiring clarifications shall be submitted on https://etender.sbi/SBI/ portal only.
4	Pre - bid event date:	From 21.08.2026 1700 hours to 31.08.2026 1700 hours through e-tender website: https://www.etender.sbi
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	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.
6	Last date and time for Bid submission	Up to 1700 hours on 30.09.2026
7	Address for submission of Bids	https://etender.sbi/SBI/ Bidder Support (Email ID & Contact Details) -

		etender.support@sbi.co.in	
8	Date and Time of opening of Technical Bids	11AM Next working day Authorized representatives of Bidders along with other bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.	
9	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).	
10	Earnest Money Deposit	Rs.5 lakh Amount should be deposited in A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI CENTRAL OFFICE, OMD A/C EMD shall be valid up to 6 months or till the completion of process whichever is later.	
11	Bank Guarantee	5% of the agreement value (TCO)	Performance Security in form of BG should be valid for entire Contract tenure plus three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	**Trupti Patel** **Sr. Executive - Implementation & Support,e-Procurement Technologies Limited** **e-Mail:** trupti.p@eptl.in **Cell:** +91-6352631766 **Address:-** A-201/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad-380006. Gujarat.	

Part-I

Part-II

H	BANK GUARANTEE FORMAT
I	PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOFTWARE SOLUTION/ SERVICES
J	PENALTIES
K	SERVICE LEVEL AGREEMENT
L	NON-DISCLOSURE AGREEMENT
M	PRE-BID QUERY FORMAT
N	FORMAT FOR SUBMISSION OF CLIENT REFERENCES
O	PRE-CONTRACT INTEGRITY PACT
P	FORMAT FOR EMD BANK GUARANTEE
Q	DATA PROCESSING AGREEMENT
R	FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
S	FORMAT FOR THE QUANTUM BILL OF MATERIALS (QBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
T	FORMAT FOR THE CRYPTOGRAPHIC BILL OF MATERIAL (CBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
U	FORMAT FOR THE ARTIFICIAL INTELLIGENCE BILL OF MATERIALS (AIBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
V	FORMAT FOR THE HARDWARE BILL OF MATERIAL (HBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
W	CERTIFICATE FOR SECURE SOFTWARE SOLUTION
X	CYBER SECURITY RELATED CLAUSES

2. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank')**, having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of software solution and service for e2e digitalization of Loan Against Securities

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-E** of this RFP document.

iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Software Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

v. The purpose 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.

3.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.

4.DEFINITIONS:

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

i. **"The 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.

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

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

iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

v. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

vii. **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.

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

5.SCOPE OF WORK:

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

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

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

6.ELIGIBILITY AND TECHNICAL CRITERIA:

i. 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.

ii. Bid is open to all Bidders who meet the eligibility and technical 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.

The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-O** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

7.TECHNO-COMMERCIAL EVALUATION CRITERIA

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

ii. 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.

8. COST OF BID DOCUMENT:

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

9. 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

10. 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/ Board resolution authorizing the signatory 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) if bidders have past record of not completing project (s) 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.

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing through e-tender portal strictly as per the format given in **Appendix-M** within the date/time mentioned in the Schedule of Events via Email: **fintech.yono@sbi.co.in.**

ii. 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.

iii. 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/).

iv. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

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

vi. 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.

vii. 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.

12.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.

13. 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 Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

(c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank 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.

14.BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of** software solutions and services for e2e digitalisation of loan against securities in response to the **RFP No.** *SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/02* **dated 21.08.2026.** 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-B** 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 SI No 2 of Eligibility Criteria under Appendix-B.

ii. **Indicative Price Bid for** providing of software solutions and services in response to the **RFP No.** *SBI/CC/DB/DB-Consumer/I&SP/RFP/2026-27/02* dated 21.08.2026 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.

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 to be 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/2026-27/02 dated 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 Indicative 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.

15.DEADLINE FOR SUBMISSION OF BIDS:

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

ii. In 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.

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

16.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.

17. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN COMMERCIAL BID (REVERSE AUCTION):

NOT APPLICABLE

18.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.

19. 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.

20.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.

21.EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

ii. The bidders who qualify for opening of commercial bids, their bids shall be opened in front of Authorized Bank officials along with the one or more bidder 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.

iii. 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.

iv. 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.

v. Errors, if any, in the price breakup format will be rectified as under:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the

total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

22. 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.

23.AWARD CRITERIA AND AWARD OF CONTRACT:

i. **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 will be termed as TC1. If TC1 is 'Class-I local supplier', the contract 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 higher 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%.

ii. **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

Or

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be. 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.

iii. 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.

iv. 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 of this RFP together with acceptance of all terms and conditions of RFP.

v. 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.

vi. 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.

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 Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

viii. 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.

ix. 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.

x. 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.

24. 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.

25. 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.

26.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.

27.CONTRACT AMENDMENT:

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

28.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.

29. BANK GUARANTEE:

i. 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

ii. 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.

30.SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

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.

31.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 therefore.

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.

32.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.

33.PENALTIES:

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

34.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.

35.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.

36.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).

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

37. SUBCONTRACTING:

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

38. 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.

39.LIMITATION OF LIABILITY:

i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause *(iii)*, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

iii. The limitations set forth herein shall not apply with respect to:

a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of abovementioned sub-clause *(iii)(b)* **"Gross Negligence" means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the

other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

40.CONFIDENTIALITY:

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

41.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).

42.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-L** 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-Q 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.

ix. Bill of Materials

Software Bill of Materials (SBOM)

All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed for the Bank must include the data fields contained in the Annexure-I of this document. In addition, the Software OEM/Owner/Vendor must ensure that:

- The Software supplied to the Bank or developed for the Bank is having a complete SBOM including all the dependencies up to the last level.
- Software OEM/Owner/Vendor should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts.

Subsequently, Software OEM/Owner/Vendor should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.

- Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.
- The service provider shall ensure suitable back-to-back arrangements with OEM.

Quantum Bill of Materials (QBOM), Cryptographic Bill of Materials (CBOM), Artificial Intelligence Bill of Materials (AIBOM) and Hardware Bill of Materials (HBOM)

The Service Provider shall ensure that, wherever applicable having regard to the nature of the services, solution, product, platform, application, or infrastructure being provided to the Bank, it submits to the Bank a complete, accurate, and up-to-date Bill of Materials including but not limited to Quantum Bill of Materials (QBOM) contained in Annexure S , Cryptographic Bill of Materials (CBOM) contained in Annexure T , Artificial Intelligence Bill of Materials (AIBOM) contained in Annexure U and Hardware Bill of Materials (HBOM) contained in Annexure V. The Service Provider shall further ensure that such BOM is kept current at all times and is submitted to the Bank at the time of onboarding, upon any material change, upgrade, replacement, or introduction of new

components, and as and when called for by the Bank, regulator, statutory auditor, or any authority having jurisdiction over the Bank.

43.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.

44. 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 bidder should own the IPR of the Solution and Services being provided. 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.

45. 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.

46. 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.

47.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 *47" 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.

48.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 *48 (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.

49.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.

50.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.

51.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.

52.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.

53.GOVERNING LANGUAGE:

The governing language shall be English.

54.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.

55.TAXES AND DUTIES:

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

ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services 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-F).**

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

iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons

whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

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:

Bank will not be charging any tender fee.

58.EXEMPTION OF EMD:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD 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.

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 Bidder 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 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–A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

< Address of tendering office >

Dear Sir,

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

~~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to 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 this RFP in our indicative price Bid.
- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
~~~~~~

ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.

vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.

vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement 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.

viii. 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.

ix. 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.

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

xi. 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.

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

xiii. 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.

xiv. 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.

xv. 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.

xvi. 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's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Certificate of Incorporation of LLP and LLP Incorporation Deed/Partnership Deed.
2.	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
3	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least __ client references are required)		Bidder should specifically confirm on their letter head in this regard as per **Appendix-N**
4	Certification Requirements		Regulatory Filings with MCA, SEBI, ROC (wherever applicable) Necessary Licences & Registrations, Compliance with RBI, SEBI, Depositories, DPDP Act, EASE, WCAG and other applicable statutory/regulatory guidelines (compliance declaration),

			Compliance with Third Party Risk Management (TPRM), Information Security Policies and applicable Cyber Security requirements of the Bank (TPRM Policy, SCRM Document) any other Certifications if required.
5	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 RFP 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
6	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 RFP.		Bidder should specifically certify in **Appendix-A** in this regard
7	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable		Bidder should specifically certify in **Appendix-A** in this regard No subcontracting allowed

8	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
9	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) (**Eligibility Criteria for Indian Start-up**)		1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership Firm. 6. Certificate of Incorporation issued by Registrar in case of LLP. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility Bid. 7.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.
10	The entity should not be more than 10 years since the date of incorporation (20 year for Deep Tech Start Up) **(Eligibility Criteria for Indian Start-up**)		Certificate of Incorporation
11	The turnover of the start-up should not have been greater than Rs. 200 crores in any one year from the year of commencement (300 crores for Deep Tech Start Up) **(Eligibility Criteria for Indian Start-up**)		Certificate from the Chartered Accountant with UDIN to be submitted.

12	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
13	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
14	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

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.

Bidder to note the followings:

i. 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 AND TECHNO COMMERCIAL EVALUATION

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

Sl. No.	Parameters	Reference Documents	Supporting Documents to be provided by Vendor	Marks
1	**Regulatory Compliance**	**Mandatory Criteria**	**Regulatory Documents**	**Mandatory**
	Regulatory Filings with MCA, SEBI, ROC (wherever applicable)	MCA/SEBI Filings	MCA Filings, SEBI Returns	Mandatory
	Necessary Licences & Registrations	Licence Copies	Valid Licences & Registrations	Mandatory
	Compliance with RBI, SEBI, Depositories, DPDP Act, EASE, WCAG and other applicable statutory/regulatory guidelines	Regulatory Compliance Framework	Compliance Declaration	Mandatory
	Compliance with Third Party Risk Management (TPRM), Information Security Policies and applicable Cyber Security requirements of the Bank	TPRM Policy, SCRM Document	Compliance Declaration	Mandatory
2	**Company Profile**			**8**
2a	Company Incorporation & Stability – Number of years of incorporation in India.	Certificate of Incorporation	Certificate issued by Registrar of Companies	
	More than 5 years			**3**
	3–5 years			**2**
	Less than 3 years			**1**
2b	Average Annual Turnover (Last three audited financial years).	Audited Financial Statements	CA Certificate / Audited Balance Sheets	

	₹100 Crore and above			**3**
	₹50 Crore to below ₹100 Crore			**2**
	₹30 Crore to below ₹50 Crore			**1.5**
	Below ₹30 Crore			**1**
2c	Profitability – Positive net profit during the last three audited financial years.	Audited Financial Statements	Audited Balance Sheets / CA Certificate	
	Profit in all three years			**2**
	Profit in two years			**1**
	Profit in one or none of the years			**0**
3	**Information Security, Governance & Risk Management**	**ISMS Documents**	**ISMS Manual, Information Security Policy**	**6**
3a	Information Security Management System (ISMS) – Compliance with ISO/IEC 27001 and established Information Security Management System.	ISMS Documents	Valid ISO/IEC 27001 Certificate	
	Certified ISO/IEC 27001 with valid certification			**2**
	Certification under renewal / equivalent controls established			**1**
	Not Available			**0**
3b	Security Audit & VAPT – Regular Vulnerability Assessment & Penetration Testing (VAPT), CERT-In empaneled audit and remediation process.	Security Audit Reports	Latest VAPT Report, CERT-In Audit Report	
	Annual VAPT & CERT-In audit with closure reports			**2**

	Periodic VAPT available			**1**
	Not Available			**0**
3c	Security & Privacy Certifications – ISO/IEC 15408 certification, ISO 27701, ISO 22301, SOC 2 Type II or equivalent certifications.	Certification Documents	Valid Certificates	
	Three or more relevant certifications			**2**
	One or two relevant certifications			**1**
	No relevant certification			**0**
4	**Functional Capability of Proposed Digital Loan Against Securities (LAS) Solution**	**Product Brochure, Functional Compliance Matrix, Solution Architecture**	**Product Brochure, Technical Documentation, Live Demonstration**	**22**
4a	Customer Acquisition & Digital Journey – Support for customer onboarding, customer authentication, consent management, maker-checker workflow, assisted/self-service journey and LOS initiation.	Functional Documents/Demo	Functional Compliance Matrix, Product Brochure	**3**
4b	Demat & Securities Validation – Retrieval and validation of holdings from NSDL/CDSL/RTA, eligibility checks, lien availability and portfolio verification.	Functional Documents	Functional Compliance Matrix	**3**
4c	Digital Pledge Management – End-to-end pledge creation, invocation, release, modification, revocation and pledge status tracking.	Functional Documents	Functional Compliance Matrix	**3**

4d	Credit Decision Engine – Eligibility assessment, LTV computation, sanction rules, policy engine, deviation handling and configurable business rules.	Functional Documents	Functional Compliance Matrix	**3**
4e	Enterprise Integration Capability – Capability to integrate with CBS, RLMS, YONO, NSDL, CDSL, CAMS, KFintech, CKYC, DigiLocker, UIDAI, Account Aggregator and other enterprise applications through APIs.	API Documents	API Catalogue, Interface Specifications	**2**
4g	Workflow & Process Automation – Configurable workflow, maker-checker, role-based approvals, SLA monitoring and configurable business process management.	Functional Documents	Workflow Documents	**2**
4h	Monitoring, Margin & Risk Management – Real-time valuation, margin monitoring, top-up invocation, breach alerts, exposure monitoring and exception handling.	Functional Documents	Functional Compliance Matrix	**3**
4j	MIS, Dashboards & Product-specific Features – Standard MIS, configurable dashboards, audit reports, portfolio analytics and support for product variants such as LAS, LAMF and LAGS.	Functional Documents	Sample Reports, Dashboard Screens, Functional Compliance Matrix	**3**
5	**Technology Architecture & Integration Capability**	**Technical Architecture Documents**	**Architecture Diagrams,**	**8**

			Technical Presentation	
5a	Architecture & Infrastructure – Solution architecture, modular/microservices architecture, scalability, high availability, containerization, deployment architecture and compatibility with Bank's infrastructure.	Architecture Documents	Solution Architecture Document, Deployment Diagram	
	Readily compliant			**2**
	Will become compliant before implementation			**1**
5b	Security & Privacy Architecture – Encryption of data at rest and in transit, Secure Key Management, RBAC, MFA, Zero Trust Architecture, API Security, IAM/LDAP integration, centralized audit logging, data masking, privacy controls and crypto-agile architecture.	Security Documents	Security Architecture, Compliance Documents, IAM/RBAC Design,	
	Readily compliant			**3**
	Will become compliant before implementation			**1**
5c	Operations, Monitoring & Disaster Recovery – High Availability (HA), Disaster Recovery (DR), health monitoring, alerting, logging, backup & recovery, failover mechanism and performance monitoring.	Infrastructure Documents	BCP/DR Plan, Documents, Monitoring Framework, DR Architecture, Backup & Restore Procedure, Monitoring & Logging Framework	

	Comprehensive operations & DR framework			**3**
	Basic operations framework			**1**
6	**Solution Maturity, Implementation Experience & Operational Readiness**	**Client References, Production Deployment Details**	**Go-Live Certificates, Client References, Performance Reports**	**8**
6a	Implementation Experience – Experience in implementation of Digital Loan Against Securities (LAS), Loan Against Mutual Funds (LAMF), Loan Against Government Securities (LAGS) or similar digital lending solutions in Scheduled Commercial Banks / Financial Institutions.	Work Orders / Completion Certificates	Work Orders, Go-Live Certificates, Client References	
	5 or more successful Production Implementations			**3**
	3-4 successful Production Implementations			**2**
	2 successful Production Implementations			**1**
	Less than 2 successful Production Implementations			**0**
6b	Production Scale & Performance – Proven deployment supporting enterprise-scale operations, high transaction volumes, concurrent users, system availability and production stability.	Production Statistics	Performance Reports, Client Certification	

	>=10000 loan applications per day			**3**
	5,000<10,000			**2**
	2,000<5,000			**1**
	Below 2,000			**0.5**
6c	Operational Risk & Monitoring Capability – Availability of real-time portfolio valuation, margin monitoring, exposure monitoring, exception handling, alert generation, audit trail and operational controls.	Functional Documents	Functional Compliance Matrix, Product Documentation	
	Fully available			**2**
	Available with minor customization			**1**
	Not Available			**0**
7	**Implementation Readiness and Technical Validation**			**6**
7a	Implementation Methodology & Rollout Strategy – Project governance, implementation approach, migration strategy, testing approach (SIT/UAT), cutover plan, rollout strategy, training and knowledge transfer.	Project Documents	Project Plan, Implementation Methodology, Migration Strategy	
	Comprehensive methodology covering all phases			**4**
	Methodology available with minor gaps			**3**
	Basic methodology			**2**

	Limited methodology			**1**
	Not Available			**0**
7b	Support, BCP & Disaster Recovery Readiness – Availability of defined support model, SLA governance, Business Continuity Plan (BCP), Disaster Recovery (DR), incident management, warranty and exit management.	BCP/DR Documents	BCP/DR Documents, Support Model, Exit Management Plan	
	Comprehensive support & continuity framework			**2**
	Basic support & continuity framework			**1**
	Not Available			**0**
8	**Negative Market Sentiment, Court cases**			
	No Negative Market Sentiment, Court cases			**2**
	Court cases/negative news found			**0**

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 Gen6/7 and higher version API Integration

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 a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	
10	Particulars of the SPOC of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address	
11	Technology Competence	

12	External Ratings	
13	Accreditations	
14	Promoters' Qualifications	

Name & Signature of authorised signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

SCOPE OF WORK-LAS

Part A: FUNCTIONAL REQUIREMENT

1. Customer Acquisition and Digital Journey

1.1 The proposed solution shall provide a seamless web, mobile and API-enabled digital customer acquisition and onboarding journey across all supported channels.
1.2 The solution shall support customer self-service as well as assisted onboarding journeys through branch and digital channels.
1.3 The solution shall support digital lead capture, lead management and real-time application tracking throughout the onboarding lifecycle.
1.4 The solution shall support multi-channel onboarding with seamless integration to the Bank's digital platforms, including YONO, Internet Banking and Mobile Banking.
1.5 The solution shall facilitate Customer Information File (CIF) creation for New-to-Bank (NTB) customers and digital account opening and funding for both NTB and Existing-to-Bank (ETB) customers.
1.6 The solution shall provide a comprehensive consent management framework, including consent capture, storage, audit trail and revocation, in compliance with the DPDP Act and applicable regulatory guidelines.

2. Demat Account and Securities Validation

2.1 The solution shall integrate with NSDL, CDSL, SSL and other approved market infrastructure entities to retrieve customer holdings in real time.
2.2 The solution shall validate customer holdings against the Bank's approved security eligibility criteria and identify eligible and non-eligible securities for lending.
2.3 The solution shall retrieve market prices and NAVs from approved market data sources and perform real-time portfolio valuation for all eligible securities.
2.4 The solution shall calculate applicable haircuts, drawing power and eligible loan amount in accordance with the Bank's approved lending policy.
2.5 The solution shall identify pledged and unpledged securities, monitor corporate actions and appropriately update collateral valuation and eligibility.
2.6 The solution shall support retrieval of consolidated Mutual Fund holdings and determine scheme-wise eligibility based on product category, approved haircut and Loan-to-Value (LTV) criteria.

3. Digital Pledge Creation and Invocation

3.1 The solution shall facilitate end-to-end digital pledge creation, modification, release, invocation and status tracking through integration with the applicable depositories, registrars and transfer agents and other authorized entities.
3.2 The solution shall support re-pledge, partial release, partial liquidation, security substitution, loan enhancement, pre-closure and loan cancellation in accordance with the Bank's operational guidelines.
3.3 The solution shall provide automated trigger-based pledge invocation, complete audit trails and real-time workflow monitoring for all pledge lifecycle events.

4. Credit Assessment and Decision Engine

4.1 The solution shall provide a configurable rule-based credit decision engine capable of supporting multiple lending products and configurable business rules.
4.2 The solution shall perform eligibility assessment, bureau score retrieval, and income assessment, wherever applicable, and identify policy deviations automatically.
4.3 The solution shall support configurable approval hierarchies, maker-checker workflows, digital sanction generation and risk-based exposure controls.
4.4 The solution shall ensure that all data fields remain aligned with the Bank's approved Single Source of Truth (SSOT), physical application forms and downstream applications.
4.5 The solution shall provide centralized parameterization of all product parameters, credit policies and process configurations across all delivery channels.

5. Digital Documentation and e-Sign

5.1 The solution shall provide end-to-end digital document generation with automatic population of customer and loan data from the Bank's source systems to eliminate manual intervention.
5.2 The solution shall support digital execution of loan documents through e-Stamping (where applicable), eSign and other legally accepted digital execution mechanisms.
5.3 The solution shall maintain a secure digital document repository with integration to the Bank's Enterprise Document Management System (EDMS) for document storage, retrieval and archival.
5.4 The solution shall maintain timestamped audit trails for all document creation, modification, execution and retrieval activities and retain records in accordance with the Bank's document retention policy.

6. Integration Requirements

6.1 The solution shall seamlessly integrate with the Bank's Core Banking System (CBS), Retail Loan Management System (RLMS), Mobile Banking, Internet Banking, CRM, Contact Centre, PRM, authentication systems and Enterprise Integration Services (EIS).
6.2 The solution shall integrate with CKYC, Credit Bureaus, NSDL, CDSL, CAMS, KFintech, Account Aggregator, DigiLocker, UIDAI, eSign providers and other external systems required for end-to-end digital lending.
6.3 The solution shall integrate with payment systems including UPI, payment gateways, SMS gateway, Email gateway, NESL, accounting systems, DMS, Data Warehouse, MarTech platforms and LDAP/SSO services.

7. Workflow and Process Automation

7.1 The solution shall provide configurable end-to-end workflow automation covering the complete loan lifecycle from application initiation to closure.
7.2 The solution shall support configurable role-based access, maker-checker workflows, exception handling, task allocation and queue management across all operational units.
7.3 The solution shall provide configurable SLA monitoring, escalation matrix, workflow status monitoring and centralized as well as branch-level processing capabilities.

8. Monitoring, Margin Management and Risk Controls

8.1 The solution shall continuously monitor collateral valuation, drawing power, margin utilization and customer exposure on a real-time basis.
8.2 The solution shall automatically identify margin shortfalls, generate top-up requirements, issue customer notifications and initiate appropriate risk mitigation workflows based on configurable business rules.
8.3 The solution shall monitor portfolio concentration, security-wise exposure, early warning indicators, overdue accounts, SMA/NPA classification and IRAC compliance in accordance with the Bank's policies.

9. Collections and Recovery Support

9.1 The solution shall support automated customer communication through SMS, Email, WhatsApp and other approved channels for repayment reminders, due-date alerts, margin calls and recovery notices.
9.2 The solution shall support penal interest calculation, recovery workflow management, pledge invocation, loan closure, collateral release and foreclosure processing.
9.3 The solution shall provide monitoring of delinquent accounts, NPA tracking, ageing analysis and configurable recovery MIS reports.

10. Dashboards, MIS and Reporting

10.1 The solution shall provide configurable real-time dashboards for monitoring application status, sanctions, disbursements, collateral position and operational performance across branches and centralized processing units.
10.2 The solution shall provide configurable product-wise, branch-wise, channel-wise, portfolio-wise and disbursement reports together with margin monitoring, exposure monitoring and security concentration reports.
10.3 The solution shall provide configurable audit, compliance and regulatory reports together with downloadable MIS in formats prescribed by the Bank.
10.4 Dashboards should support device compatibility to support wide range of devices

11. Security, Compliance and Audit Requirements

11.1 The Bidder shall ensure that the proposed solution complies with all applicable regulatory requirements and guidelines issued by RBI, SEBI, Depositories, DPDP Act, EASE, WCAG and other statutory authorities, as amended from time to time.
11.2 The Bidder shall comply with the Bank's Third Party Risk Management (TPRM) framework and support security, regulatory and forensic audits whenever required by the Bank.

12. Implementation and Support

12.1 The Bidder shall provide end-to-end implementation services, including solution configuration, customization, API development, system integration, testing support and production rollout.
12.2 The Bidder shall provide UAT support, pilot implementation, production deployment, post-production stabilization and dedicated implementation resources throughout the project lifecycle.
12.3 The Bidder shall provide user training and knowledge transfer."
12.4 The Bidder shall deliver all implementation artefacts required for successful deployment."

13. Deliverables

13.1 The selected Bidder shall deliver a fully integrated end-to-end digital Loan Against Securities platform, including customer onboarding, collateral management, pledge management, credit decision engine, documentation, risk monitoring, dashboards and reporting modules.
13.2 The selected Bidder shall deliver all APIs, middleware components, interface services, integration artefacts, configuration documents and implementation deliverables necessary for successful deployment of the solution.

13.3 The Bidder shall deliver all contractual deliverables specified in this Scope of Work.

14. Service Level Requirements (Indicative)

14.1 The Bidder shall ensure service availability, application performance and API responsiveness in accordance with the Service Level Agreements prescribed by the Bank.
14.2 The Bidder shall provide post-implementation support services in accordance with the Service Level Agreements (SLAs) prescribed by the Bank throughout the contract period.
14.3 The Bidder shall periodically submit SLA compliance and service performance reports to the Bank in the prescribed format.

15. Product-specific Functional Requirements

15.1 IPO Financing

15.1.1 The solution shall support integration with ASBA, UPI, stock exchanges, brokers, registrars and other approved market infrastructure entities for end-to-end IPO financing.
15.1.2 The solution shall support IPO master creation, IPO application processing, bid validation, regulatory exposure checks, margin blocking and lien marking in accordance with applicable regulations.
15.1.3 The solution shall support allotment status retrieval, adjustment of loan amount, release of unutilized funds, listing date monitoring, automated repayment triggers and capital market exposure monitoring.

15.2 Loan Against Mutual Funds (LAMF)

15.2.1 The solution shall support integration with CAMS, KFintech and other approved RTAs for retrieval of Mutual Fund holdings and digital lien management.
15.2.2 The solution shall support identification of eligible Mutual Fund schemes, OTP-based customer consent, digital lien marking and removal, real-time status confirmation and margin monitoring.
15.2.3 The solution shall support top-up requests, partial lien release, digital repayment, foreclosure and other Mutual Fund-specific lending processes.

15.3 Loan Against Government Securities (LAGS)

15.3.1 The solution shall support integration with RBI Retail Direct, CCIL and other approved repositories for retrieval and validation of Government Securities holdings.
15.3.2 The solution shall support valuation of Government Securities, Treasury Bills, State Development Loans (SDLs) and other eligible instruments, including dynamic haircut application and drawing power calculation.

15.3.3 The solution shall support digital lien creation, margin monitoring, invocation, liquidation and release of Government Securities in accordance with the Bank's lending and regulatory requirements.

Part B: TECHNICAL REQUIREMENT

1. Architecture & Infrastructure

1.1 The proposed solution shall support deployment on the Bank's on-premise infrastructure or private cloud environment (Meghdoot), as specified by the Bank, and shall support customization for different jurisdictions and regulatory requirements.
1.2 The solution shall initially support a minimum of 40,000 concurrent users and shall be horizontally scalable in incremental capacities, as prescribed by the Bank, without requiring application-level architectural changes.
1.3 The solution shall be based on a modular, enterprise-grade, service-oriented or microservices architecture, with reusable and independently deployable components to ensure scalability, maintainability and resilience.
1.4 The solution architecture shall comply with the Bank's Enterprise Architecture (E&TA), Information Security standards and enterprise integration guidelines, and shall support secure, scalable and audit-ready deployment throughout the contract period.
1.5 The solution shall support high availability, auto-scaling, load balancing, failover, disaster recovery, secure backup and restoration mechanisms to ensure uninterrupted service availability.
1.6 The Bidder shall provide complete infrastructure architecture, including network topology, deployment architecture, connectivity matrix, firewall requirements, certificates, ports, IP addressing, infrastructure sizing and implementation documents before commencement of implementation.
1.7 The Bidder shall provision separate Development, SIT, UAT, Pre-Production and Production environments and shall ensure that production data is not used in lower environments unless expressly approved by the Bank after appropriate masking.
1.8. Bidder to ensure uptime of 99.95 % on monthly basis for 365 / 366 days in a year.
1.9 The Bidder shall provide all required software licenses for the proposed solution that are not currently available under the Bank’s existing ULA (Unlimited License Agreement) or any other valid enterprise licensing agreement. The Bidder shall ensure that all software components are properly licensed for the entire contract period.
1.10 Bidder to ensure secure configuration settings related to OS/ database/ network devices/ virtual machines/ middleware should be implemented as per Bank's Secure Configuration Document (SCD) or equivalent hardening guidelines. All infrastructure components of a solution must be patched as per bank’s standard patch policy (monthly/quarterly cycle).
1.11 Bidder to ensure Rollback plan/procedure for failed patches.

1.12 'The bidder should provide the details of underlying technology stack used in the product/solution and shall use latest stable versions'

2. Integration Framework

2.1 All integrations shall be implemented through secure API-based interfaces conforming to the Bank's Enterprise Integration Services (EIS Gen-7 or latest) standards and API governance framework.
2.2 All APIs shall support authentication, authorization, version management, backward compatibility, graceful deprecation, rate limiting, idempotency, synchronous and asynchronous callbacks and standardized business and technical error handling.
2.3 The solution shall support secure integration with external entities including depositories, RTAs, payment systems, the Account Aggregator ecosystem and other third-party service providers without creating dependency on proprietary runtime components.
2.4 The solution shall support performance benchmarking, API monitoring, bandwidth optimization, low-bandwidth operation, session continuity and secure communication through encrypted channels.
2.5 All APIs exposed or consumed by the solution shall comply with the API Security Guidelines prescribed by the Bank's Enterprise Integration Services (EIS) Department and any subsequent revisions issued by the Bank.

3. Security & Privacy

3.1 The solution shall comply with the Bank's policies such as Information Security Policy, Cyber Security Policy, Data processing guidelines etc, DPDP Act, RBI guidelines and all other applicable regulatory and statutory requirements governing digital lending platforms.
3.2 The solution shall implement encryption of data at rest and in transit, secure key management, role-based access control, multi-factor authentication, Zero Trust principles and secure configuration standards across all infrastructure and application components.
3.3 The solution shall ensure protection of customer information through data masking, privacy controls, secure storage, audit trails, centralized logging and complete data segregation within the Bank's infrastructure.
3.4 The Bidder shall ensure periodic VAPT, vulnerability remediation, CERT-In audits, third-party risk assessments, ISO certification compliance and closure of all security observations within timelines prescribed by the Bank.
3.5 The solution shall integrate with the Bank's Security Operations Centre (SOC), Identity and Access Management (IAM), LDAP/SSO and other enterprise security platforms for centralized monitoring (ROC) and access governance.
3.6 The solution shall comply with all applicable OEM security advisories, CERT-In advisories, technology guidelines and cybersecurity best practices issued from time to time.

3.7 The solution shall support quantum-safe cryptography and a crypto-agile architecture in accordance with the Bank's Information Security Procedures & Guidelines, applicable Department of Science & Technology advisories, recognized Post-Quantum Cryptography (PQC) standards (including NIST recommendations), and other applicable regulatory requirements, as amended from time to time. The FinTech partner shall provide a migration roadmap and lifecycle support for post-quantum cryptographic standards, including software and firmware updates, throughout the contract period without additional cost to the Bank.

3.8 All cryptographic mechanisms implemented in the solution shall comply with recognized Post-Quantum Cryptography (PQC) standards, including applicable NIST recommendations and subsequent regulatory updates.

3.9 The bidder should patch and update the software components as per bank policy and incase of any component has reached its EOL(End of Life)/EOS(End of Support).

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

4. Operations, Monitoring & Logging

4.1 The solution shall provide centralized monitoring of applications, infrastructure, APIs, databases, integrations and network components through configurable dashboards and alerting mechanisms.

4.2 The solution shall generate real-time alerts for service degradation, infrastructure failures, security incidents, application errors and operational exceptions through multiple notification channels.

4.3 The solution shall maintain centralized audit logs, application logs, security logs, access logs, configuration logs and change logs for all components and retain such logs in accordance with the Bank's data retention policy.

4.4 The solution shall integrate all operational logs with the Bank's centralized monitoring, telemetry and Security Operations Centre platforms to facilitate proactive monitoring, forensic investigation and regulatory compliance.

5. Business Continuity Planning & Disaster Recovery

5.1 The solution shall provide a comprehensive Business Continuity and Disaster Recovery framework to ensure uninterrupted operations during infrastructure, network, application or third-party service failures.

5.2 The solution shall support automated failover, redundancy, active-active synchronization (where applicable), disaster recovery drills and compliance with the Bank's prescribed Recovery Time Objective (RTO) and Recovery Point Objective (RPO).

5.3 The solution shall provide mechanisms to isolate failures, restore services seamlessly, perform automated switchover between Production and Disaster Recovery environments and maintain synchronization between sites.

5.4 The Bidder shall conduct periodic Disaster Recovery testing and submit detailed test reports, observations and corrective action plans to the Bank.

6. Support & Maintenance

6.1 The Bidder shall provide end-to-end operational support, preventive and corrective maintenance, middleware support, CI/CD support, deployment support and platform administration throughout the contract period.
6.2 The Bidder shall provide multi-level support comprising Helpdesk (L1), Technical Support (L2) and Product Engineering Support (L3), together with an integrated ticketing system for incident management and service tracking.
6.3 The Bidder shall establish an incident management framework with response, resolution and Root Cause Analysis (RCA) timelines for all severity levels, as prescribed by the Bank.

Bank has defined the incident severity levels and expected level of service for each incident severity level to be followed by the Bidder, detailed as under:
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.

Component	Metric	L1
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

Escalation Metric:

S.No.	L1	L2	L3
Severity 1	15 mins	30 mins	1 hour
Severity 2	30 mins	2 hours	4 hours
Severity 3	2 hours	6 hours	12 ours

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 Bank will be sole discretion to terminate the Agreement or taking any other action without prejudice to any remedies available to it pursuant to this Agreement and applicable laws

6.4 The Bidder shall minimize recurring incidents through preventive maintenance, quality assurance, trend analysis and continuous service improvement, and shall submit periodic SLA compliance reports to the Bank.

6.5 The Bidder 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

6.6 Bidder Personnel Governance: The Bidder 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.

6.7 Key Personnel: The Bidder 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 Bidder's reasonable control.

7. Training, Documentation & Knowledge Transfer

7.1 The Bidder shall provide comprehensive functional, technical and operational documentation covering business requirements, solution architecture, configuration, APIs, interfaces, deployment, security, testing, operations and maintenance.

7.2 The Bidder shall provide user manuals, administrator guides, operational manuals, SOPs, installation guides, troubleshooting guides, interface specifications, deployment documents, release notes, configuration documents and knowledge repositories for the proposed solution.

7.3 The Bidder shall provide structured knowledge transfer, user training, administrator training and technical workshops for designated Bank officials before production rollout and after major releases.
7.4 The Bidder shall update all documentation after every enhancement, customization, version upgrade or change request and provide the latest approved versions to the Bank without additional cost.

8. Testing Requirements

8.1 The Bidder shall be responsible for planning, executing and managing end-to-end testing, including Unit Testing, Integration Testing, Functional Testing, API Testing, Regression Testing, Performance Testing, Security Testing, User Acceptance Testing (UAT) and Failover Testing.
8.2 The solution shall support automated testing for APIs, web applications and mobile applications through CI/CD pipelines and shall ensure that all releases undergo appropriate automated and manual validation before deployment.
8.3 The Bidder shall maintain dedicated testing environments, prepare comprehensive test plans and test cases, anonymize production data wherever applicable and ensure availability of testing environments throughout the implementation lifecycle.
8.4 The Bidder shall perform periodic performance testing, vulnerability assessment, penetration testing and security validation, and shall submit the corresponding reports to the Bank as prescribed.
8.5 Bidder will be responsible for publishing the testing results regularly to the bank, as defined or requested by bank's team.
8.6 The Bank shall accept the application software only after the critical or major Bugs are fixed, which are then ready for production Implementation.
8.7 The Bank may conduct reviews/audit, at its discretion, of the proposed solution and IT infrastructure during the contract period.
8.8 The Infra testing environment along with testing tools should be managed by Bidder.
8.9 The Bidder shall ensure that the test environments are exposed to the bank's internal and external applications for end-to-end testing.

9. Compliance & Regulatory Requirements

9.1 The solution shall comply with all applicable regulatory, statutory and industry requirements, including guidelines issued by RBI, SEBI, NPCI, MeitY, CERT-In, UIDAI, CERSAI, DPDP Authority and any other competent authority, as amended from time to time.
9.2 The solution shall comply with the Bank's Information Security Policy, Cyber Security Policy, API Governance Policy, Data Governance Policy, Record Retention Policy, Fraud Risk Management Policy and other applicable internal policies.

9.3 The solution shall implement secure encryption, key management, data privacy, data retention, audit logging, authentication, authorization and Zero Trust principles throughout the application lifecycle.
9.4 The Bidder shall ensure closure of all VAPT, Information Security Audit and regulatory observations within the timelines prescribed by the Bank and shall implement all regulatory changes during the contract period without adversely affecting existing services.
9.5 The solution shall comply with applicable accessibility standards, including WCAG, GIGW and other standards notified by the Government of India or the Bank.
9.6 The Bidder shall comply with the Bank's Information Security Policy, Cyber Security Policy, IT Policy, Supply Chain Cyber Risk Assessment (SCCRA) framework, including Appendix D, and all applicable regulatory and statutory requirements throughout the contract period.
9.7 The Bidder shall implement all recommendations and remediate vulnerabilities identified during Information Security Reviews, IS Audits, VAPT, UAT, regulatory inspections or assessments conducted by the Bank, Bank-appointed third parties or regulators, within timelines prescribed by the Bank and without additional cost.
9.8 Data archival and purging must be customizable as per bank guidelines. The bank shall retain ownership of all KYC data and evidence.
9.9 Bidder should comply with the bank's data retention policies and industry regulations regarding the retention and purging of user data. The Bidder should implement processes and mechanisms to automatically purge user data after a specified timeframe as defined by the bank or relevant regulations.
9.10 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.
9.11 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.
9.12 Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining approval from the Bank.
9.13 Bidder shall provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements of the Bank.
9.14 Bidder will need to ensure that all 7 layers of OSI Model 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.
9.15 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.
9.16 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.

10. Data, Analytics & Reporting

10.1 The solution shall support secure import, export and synchronization of data with the Bank's systems, Data Warehouse, Mar Tech platforms and other authorized analytical platforms using industry-standard formats.
10.2 The solution shall provide configurable dashboards, MIS reports, operational reports, reconciliation reports, SLA reports, KPI reports and customer behavior analytics as prescribed by the Bank.
10.3 The solution shall support generation of daily, weekly, monthly and ad hoc reports, configurable data visualization, cohort analysis and export of reports in Bank-approved formats.
10.4 The solution shall securely manage credentials, maintain data integrity and ensure controlled access to analytical information in accordance with the Bank's data governance framework.

11. Customer Support

11.1 The Bidder shall establish documented Standard Operating Procedures (SOPs) for customer service, complaint handling, issue escalation and resolution in accordance with the Bank's policies.
11.2 The solution shall support appropriate routing of customer requests between the Bank and the Bidder based on the nature of the request, with complete visibility of complaint status and resolution timelines.
11.3 The Bidder shall ensure resolution of customer complaints within timelines prescribed by the Bank and applicable regulatory guidelines.

12. Source Code Escrow, Data Portability & Exit Management

12.1 The Bidder shall maintain a Source Code Escrow arrangement with an independent escrow agency for all proprietary software components forming part of the proposed solution, with release conditions as approved by the Bank.
12.2 The escrow shall become accessible to the Bank under predefined circumstances including insolvency, liquidation, discontinuation of support or material contractual default by the Bidder, to ensure continuity of critical banking operations.
12.3 In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.

12.5 The Bidder shall ensure that all source code updates, object code, executable files, build procedures and associated documentation are regularly, not beyond 6 months of roll out/ deployment, deposited under the escrow arrangement throughout the contract period.
12.6 The proposed solution shall be based on open standards and interoperable architecture to prevent Bidder lock-in and facilitate future migration without dependence on proprietary technologies.
12.7 Upon expiry or termination of the contract, the Bidder shall provide complete export of customer data, metadata, audit logs, reports, configurations, API specifications and all associated artefacts in Bank-approved, non-proprietary formats, together with reasonable migration assistance.
12.8 The Bidder shall permanently purge all Bank data from its systems after successful migration and provide a written certification confirming completion of data deletion, unless otherwise instructed by the Bank.
12.9 The Bidder shall provide comprehensive Exit Management support, including uninterrupted services, knowledge transfer, operational support, technical documentation, database schema, configuration details and transition assistance for a period specified by the Bank, without additional cost unless otherwise agreed.
12.10 Where required by the Bank, the Bidder shall support parallel operation of the existing and replacement solution until successful migration and formal acceptance of the replacement solution.
12.11 Prior to deployment, the Bidder shall conduct due diligence to ensure licensing authenticity, copyright ownership, compliance with End User License Agreement (EULA) terms, ransomware preparedness, absence of embedded malicious code and source code review by a CERT-In empaneled Information Security Service Provider (ISSP), wherever applicable. A self-certified compliance declaration, in the format prescribed by the Bank, shall be submitted before implementation.

Indicative Volume:

Year	Loan accounts
2027-28	25000
2028-29	50000
2029-30	75000

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

* Payment Schedule:

Performance Bank Guarantee (Post Purchase order and SLA)	10% of Implementation Cost and License
UAT Sign off	40% of Implementation Cost and License
30 days post Go live	50% of Implementation Cost and License
6 months Go live	10% of Implementation Cost and License
Onsite Support	Actuals on monthly basis in Arrears
Training Cost	On Actuals or post Go live whichever is later
Warranty/AMC/ATS	Yearly Basis

Appendix-F

Indicative Price Bid

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

Name of the Bidder:

Sr. No.	Item	Quantity/ No of Resources (Monthly)	Rate per item/Per resource etc. (as applicable)	Total Amount for 36 months (in Rupees)	Proportion to Total Cost (in percentage) #
1.	Cost of Software Solution as per specification	One time for engagement period			
2	Installation/ Commissioning	[redacted]			
3.	Comprehensive warranty for Software Solution mentioned in items above for _3___ years from the go live date.				
4	Comprehensive annual maintenance/ATS/S&S for Software Solution mentioned above for _3__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).				
5.	Onsite support (i) 24x7x365				

6	On call support				
7	Training and Certification				
8	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
Invoicing shall be done as per Payment schedule mentioned in Appendix-E.
Please do not leave any column blank. If not applicable, please mention NA.

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				

Name & Signature of authorised signatory

Seal of Company

Appendix -G

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

OR

Format for Self-Certification of Local Content /Certificate 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 _____202 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

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOFTWARE SOLUTION/ SERVICES

Date:

M/s._____

_____

Sub: Certificate of delivery, installation and commissioning

1. This is to certify that the Software Solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

   a) PO No._____ dated _____ ___

   b) Description of the Solution _____

   c) Quantity _____

   d) Date of installation_____

   e) Date of acceptance test _____

   f) Date of commissioning _____

2. Details of specifications of Software Solution not yet commissioned and recoveries to be made on that account:

   S. No. Description Amount to be recovered

3. The installation and commissioning have been done to our entire satisfaction and staff have been trained to operate the Software Solution.

4. Service Provider has fulfilled his contractual obligations satisfactorily

or

Service Provider has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Software Solution/Services is given under Para No. 2 above.

Signature _____

Name _____

Designation with stamp _____

_____

Appendix-J

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 **99.95 % 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 – E, Part B Technical Requirements.**

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.

S.No.	Service level Category	Service level object	Service Window	Measurement range/Criteria
1.	99.95%	The solution must be available to the user in proper working condition viz. uptime of 99.95% of the time on monthly basis for 365 (366) days	As per SLA terms and Uptime requirement.	Measurement will be on monthly basis.

For purpose of calculating penalty, uptime is calculated as under: Solution will be up when accessible by the user without any performance/response time degradation. The selected Bidder shall ensure 99.95% uptime for the platform on monthly basis for 365 (366) days. Uptime (%) will be calculated for each individual application as follows:

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

Weekend etc. if any downtime due to bank activity will be excluded in penalty. Bidder should provide tool or trigger mechanism of monitoring so that if any critical functionality Job etc. failed and application is down etc. it need to be triggered to project team and project team has to fix immediately. Any application issues of weekend causing downtime will be calculated for penalty.

Uptime	Penalty
99.95% and above	No Penalty
>=99.00% <99.95	1% of monthly invoice
>=98.00% < 99.00%	2% of monthly invoice
>=95.00%<98.00%	3% of monthly invoice
below 95.00%	No payment and the bank also reserve the right to terminate the contract

Penalty on below items:

Penalties for unscheduled application downtime shall be as under*:

Sr. No.	Description	Penalty
1.	RTO requirement for the solution is 1 hour	Rs.16,000 per hour or part thereof beyond 1 hour
2.	RPO requirement for the solution is 15 minutes	Rs.10,000 per minute or part thereof beyond 15 minutes and in case of any data loss, it needs to be recovered immediately.

Service level category	SLA Measure	Penalty Calculation
Delivery Schedule	30 days	10,000/- per day
Installation	30 days	10,000/- per day
User Acceptance Testing	30 days	10,000/- per day
Live in Production	30 days	10,000/- per day

Service level category	SLA Measure	Penalty Calculation
Non-availability of Support staff	Availability of committed resources (monthly basis)	
	>95%	NIL
	85-95	150% of bill amount/value for which support not provided
	<85%	200% of bill amount/value for which support not provided

Critical failure*: Any failure that impacts the security, regulatory compliance, service availability, or customer service.

S.No.	Occurrences	Penalty
1	Less than 3 occurrences in a quarter	Up to 1% of the monthly invoice
2	3 or more occurrences in a quarter	Up to 10% of the monthly contract value in a month or termination as per the contract

Performance Degradation: An instance where the offered service does not function as intended, but this does not result in the service being completely interrupted/disrupted. Degradation ca be anything including but not limited to slowness, mis-behavior of a certain functionality, downgraded performance etc.

KPI	Measurement Metric	Target	Weightage
Application Availability	(Sum of total hours during month – Sum of downtime hours during month) * 100	99.95%	40
API Availability	(Successful API requests ÷ total API requests) × 100	≥ 99% on monthly basis	30
API Response Time	95 % API should have response time as target	≤ 10 seconds	20
Others	Any other failure	>=99.5 %	10

Performance Degradation on Quarterly basis= ((Baseline Performance – Actual Performance) / Baseline Performance) *100

S.No.	Performance Degradation	Penalty
1	>1% and <5%	up to 1% of monthly invoice
2	>= 5 % and <10%	up to 2% of monthly invoice
3	>10%	up to 3% of monthly invoice

Data Breach/Security Incident

Confirmed compromise, unauthorized disclosure, loss or exfiltration of sensitive/confidential Bank or customer data	Actual charges charged by regulators plus additional damages/losses caused to bank.
Unauthorized access or security incident involving material systems/data,	up to 1% of monthly invoice

In case of any financial loss due to critical failures e.g valuation error the vendor will be liable to compensate the actual loss incurred by the Bank.

#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.

Appendix-K

Service Level Agreement

Note: Please take down latest model Service Level Agreement for procurement of IT Software Solution and related services available in the portal of IT Partner Relationships Department, duly edited as per specific requirement of RFP.

*Standard SLA document as per ITPR will be part of This agreement ("Agreement") is made at_____ (Place) on this _____day of _____ 2026

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai-400614 through its _____Department,[1] hereinafter referred to as "**the Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

_____[2] a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at …….. hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

A. "The Bank" is carrying on business in banking in India and overseas and desirous to avail services for _____[3], and

_____[4], and

B. Service Provider in the business of providing _____[5], and has agreed to supply _____ (Software) and/or providing the Services as mentioned in

[1]Name & Complete Address of the Dept.
[2]Name & Complete Address (REGISTERED OFFICE) of Service Provider,
[3]Purpose of the Agreement
[4]Any other connected purpose or details of RFP floated by the Bank
[5]Brief mentioning of service providers experience in providing the services required by the Bank.

Request for Proposal (RFP) No. _____ dated _____issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

1.1.1 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. < *Strike of whichever is inapplicable*>

1.1.2 "Code" shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.

1.1.3 "Confidential Information" shall have the meaning set forth in Clause 15.

1.1.4 "Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.

1.1.5 "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.

1.1.6 "Documentation" will describe in detail and in a completely self-contained manner how the user may access and use the ……. (name of the Software/ maintenance services) < >,[6] such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, 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 Product as and when applicable etc.

1.1.7 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial

[6] Name of Software

applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.8 "Open Source or Copyleft license" shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.

1.1.9 "Project Cost" means the price payable to Service Provider over the entire period of Agreement (i.e. Rs._____<*in words*>) for the full and proper performance of its contractual obligations.

1.1.10 "Project Documents" shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.

1.1.11 "Request for Proposal (RFP)" shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.12 "Revision control procedure" shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.

1.1.13 "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.1.14 'Services' shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. 'Services' shall also include the implementation services, training services and maintenance Services <*Strike off whichever is Inapplicable*> and other obligation of Service Provider to be provided under this Agreement.

1.1.15 "Software" shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.

1.1.16 "Test Bug Reports" shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).

1.3.2 This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the mutually agreed terms & conditions.

1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-E.**

2.2 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:

2.1.1 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.

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

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

2.1.4 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.

2.1.5 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.

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

3. FEES /COMPENSATION

3.1 Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. 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 Agreement 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 Agreement.

3.1.2 _____

3.1.3 _____

3.2 All duties and taxes (excluding[7] _____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 Payments

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

3.5 Bank Guarantee and Penalties

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of _____year(s)

[7] Please determine the applicability of the taxes.

____month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

3.5.2 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 Service Provider in respect of 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.

3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its 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 Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule[8] specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'F' in respect of any delay beyond the permitted period in providing the Services.

3.5.6 Subject to Clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

[8] Please ensure that the time scheduled is suitably incorporated in the Agreement.

4. LIABILITIES/OBLIGATION

4.1 The Bank's Duties /Responsibility (if any)

(i) Processing and authorising invoices

(ii) Approval of Information

(iii) _____

4.2 Service Provider Duties

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.

(c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

(d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.

(e) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

(g) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service

Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

(h) The service provider shall comply with all the applicable laws, regulations, and regulatory directions issued by the Reserve Bank of India (RBI) and other competent authorities in relation to data storage, localisation and processing, including but not limited to the RBI Master Direction on Outsourcing of Information Technology services (2023) and the RBI circular on storage of Payment System Data (2018) as amended from time to time.< Department/TPNC to check applicability as per scope of the procurement.>

(i) The service provider shall not erase, delete, purge, revoke access to, or otherwise make unavailable, any data belonging to the bank or its customers, whether stored, processed, or transmitted as part of services, without the Bank's prior written approval. All actions relating to data modification, erasure, or destructions shall be carried out only under written instruction of the Bank and in accordance with (a) the bank's data retention and destruction policies; (b) regulatory directions issued by the Reserve Bank of India (RBI) or any competent authority.<Department/TPNC to check applicability as per scope of the procurement>.

(j) Service provider shall ensure that storage of data only in India as per the extant regulatory requirements

(k) 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.

(l) The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-H to this RFP. < This term is applicable where the activities for which selection of Vendor/ outsourcing of activities involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers. STRIKE OFF, IF NOT APPLICABLE.>

(m) 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.

(n) The service Provider shall identify, document, and maintain a list of skilled resources (key personnel, technical specialist) who provide core services under this Agreement. These persons shall be designated as "Essential Personnel". The service provider shall ensure: (a) back-up arrangements are in place for such essential personnel. (b) The service provider shall maintain knowledge transfer, cross-training, and succession plans to ensure continuity in case of absence, leave, incapacity, or other unavailability of any essential personnel. In situations of exigency (including but not limited to pandemics, natural disasters, infrastructure disruptions, regulatory restrictions), the service provider shall ensure that a limited number of essential personnel are able to work on -site at locations during exigencies. < Department/TPNC to check applicability as per the scope of procurement>.

(o) Bill of Material

Software Bill of Materials (SBOM)

All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed for the Bank must include the data fields contained in the Annexure-I of this document. In addition, the Software OEM/Owner/Vendor must ensure that:

- The Software supplied to the Bank or developed for the Bank is having a complete SBOM including all the dependencies up to the last level.

- Software OEM/Owner/Vendor should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts.

Subsequently, Software OEM/Owner/Vendor should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.

- Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.
- The service provider shall ensure suitable back-to-back arrangements with OEM.

Quantum Bill of Materials (QBOM), Cryptographic Bill of Materials (CBOM), Artificial Intelligence Bill of Materials (AIBOM) and Hardware Bill of Materials (HBOM)

The Service Provider shall ensure that, wherever applicable having regard to the nature of the services, solution, product, platform, application, or infrastructure being provided to the Bank, it submits to the Bank a complete, accurate, and up-to-date Bill of Materials including but not limited to Quantum Bill of Materials (QBOM) contain in Annexure J, Cryptographic Bill of Materials (CBOM) contain in Annexure K, Artificial Intelligence Bill of Materials (AIBOM) contain in Annexure L and Hardware Bill of Materials (HBOM) contain in Annexure M. The Service Provider shall further ensure that such BOM is kept current at all times and is submitted to the Bank at the time of onboarding, upon any material change, upgrade, replacement, or introduction of new components, and as and when called for by the Bank, regulator, statutory auditor, or any authority having jurisdiction over the Bank.

(p) Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

(q) The service provider shall ensure adherence to Prevention of Money Laundering Act, 2002 and other applicable AML/CFT laws. The service

provider shall provide, as and when required by the Bank, copies of AML policy and other related documents. < Department/TPNC to check applicability as per the scope of procurement>.

(r) _____<*the concerned dept. may add duties depending on the nature of agreement*>

(ii) Security Responsibility

(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

(b)_____

5. REPRESENTATIONS &WARRANTIES

5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of _____ (Term) from the date of acceptance.

5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies. <

5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).

5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.

5.5 Service Providers warrants that it shall be solely liable and responsible and shall ensure full compliance with all applicable laws / acts / rules, including but not limited to, all labour laws, in respect of its employee, agents, representatives and sub-contractors (if allowed), including the provisions, rules, schemes and

guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India and the Bank shall have no liability in this regard.

For all provisions of the Labour Codes that are pending operationalization through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Service Providers shall, therefore, be responsible for ensuring compliance under:

i) all notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and

ii) all operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Bank to take appropriate action in accordance with the contract and applicable laws.

5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates

or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.

5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.

5.14 _____<*any other additional warranty can be incorporated*>

6 GENERAL INDEMNITY

6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.

6.2 Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to Service provider without undue delay. Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

7 CONTINGENCY PLANS

Service provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the bank in case on any contingency.

8 TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior

notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs._____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

9 LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the 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 ____% of total Project cost for delay of each week or part thereof maximum up to ___% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

10 RELATIONSHIP BETWEEN THE PARTIES

10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

11 SUB CONTRACTING

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

12 INTELLECTUAL PROPERTY RIGHTS

12.1 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 Agreement, 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.

12.2 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 Agreement.

12.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, 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 Agreement.

12.4 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..

12.5 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 (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.

12.6 Service provider hereby grants the Bank a *fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license <strike off whichever is not applicable>* throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

12.7 Software licensed/developed as part of this Agreement can be put to use in all offices of the Bank.

13 INSTALLATION

Service provider will install the software/support the Bank in installation of the software developed into the Bank's production, disaster recovery, testing and training environment, if required.

14 INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that the Bank reserves the right to audit the service provider, annual or as applicable, 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 shall submit such certification by

such Auditors to the Bank. Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such 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.

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it 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. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

14.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

15 CONFIDENTIALITY

15.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.

15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws

especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.

(iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

15.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

15.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.

15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

16 OWNERSHIP <*Departments to check applicability*>

16.1 Service Provider will provide Source Code for every version of the Software supplied or customized/developed specifically for the Bank, without any cost to the Bank, and it will be treated as the property of the Bank.

16.2 The Source Code /Object Code /executable code and compilation procedures of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.

16.3 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

16.4 Service Provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The Source Code will be delivered in appropriate version control tool maintained at the Bank's on site location.

16.5 Service Provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.

16.6 For each application developed by Service Provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

16.7 Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.

16.8 All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and

documents (other than tools being proprietary to Service Provider) and used for customized Software development shall be the exclusive property of the Bank.

16.9 The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.

16.10 All information processed by Service Provider during Software development/ customization, implementation& maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

17. SOURCE CODE ESCROW AGREEMENT[9]

17.1 Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.

17.2 Service provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.

17.3 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions:-

[9] This agreement is to be made wherein ownership over the Software is not provided. The user department has to delete inapplicable para from clause 16 (Ownership and Escrow Agreement).

(i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or

(ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or

(iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

(iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or

(v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or

(vi) Any other release condition as specified in source code escrow agreement.

17.4 Service provider agrees to bear the payment of fees due to the escrow agent.

17.5 The escrow agreement shall ipso-facto would get terminated on delivery of source code to either of the parties upon the terms & conditions mentioned in source code escrow agreement.

18. TERMINATION

18.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

i. If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

ii. If Service Provider fails to perform any other obligation(s) under the Agreement;

iii. Violations of any terms and conditions stipulated in the RFP;

iv. On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), 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.

18.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, 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). 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.

18.3 In the event the bank terminates the Agreement 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 or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

18.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary

winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

(iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

18.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

18.6 In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

18.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

19 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

19.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and 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.

19.2 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.

19.3 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

20 POWERS TO VARY OR OMIT WORK

20.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider 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 Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will 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 mutually agreed between the parties.

In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

20.2 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 reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

21 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 Agreement 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.

22 LIMITATION OF LIABILITY

22.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 22.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

22.2 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.

22.3 The limitations set forth in abovementioned sub-Clause 22.1 shall not apply with respect to:

(i) claims that are the subject of indemnification pursuant to Clause 12[10] (infringement of third party Intellectual Property Right);

[10] Please see Clause 12 'IPR Indemnification'

(ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

(iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;

(iv) 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 above mentioned sub-clause 22.3(ii) "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.

23 FORCE MAJEURE

23.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

23.2 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.

23.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.4 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 this 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 this Agreement.

24 NOTICES

24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

24.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

24.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

_____

_____

(b) In case of Service Provider

_____

_____

_____

24.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

25 GENERAL TERMS & CONDITIONS

25.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement

25.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

25.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.

25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

25.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

25.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.

25.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(i) This Agreement;

(ii) Annexure of Agreement;

(iii) Purchase Order No._____ dated _____; and

(iv) RFP

25.8 PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

25.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

25.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.

25.11

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India	**_____Service Provider**
By:	**By:**
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**
WITNESS:	
1.	1.
2.	2.

ANNEXURE-A

DELIVERABLES/SCOPE OF WORK- PLEASE REFER APPENDIX-E OF RFP

ANNEXURE-B

INFRASTUCTURE MANAGEMENT METRICS<*strike off which ever in not applicable*>

(a) Service metric for Recovery Time objective (RTO)<*strike off if not applicable*>

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting to <*Place*>DC	<……. (requirement to be filled by the concerned dept.)/ 4 hours><*strike off which ever in not applicable*>	<……><*to be filled in by the concerned dept. depending on the criticality of service*>

(b) SLA for Recovery Point Objective<*strike off if not applicable*>

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting to <*Place*>	<…….(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery><*strike off which ever in not applicable*>	<……><*to be filled in by the concerned dept. depending on the criticality of service*>

(c) INFRASTUCTURE SUPPORT METRICS<*strike off if not applicable*>

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
<*to be filled in by the*	……	Level 1	……..	…….	<…… ……

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
concerned dept. depending on the criticality of service>	…….	Level 2	…….	……	……>< *to be filled in by the concerned dept. depending on the criticality of service >*
	…….	Level ….n	……..	……	
<to be filled in by the concerned dept. depending on the criticality of service>	…….	Level 1	……	…….	
	.....	Level 2	.....	.....	
	.....	Level…..n	.....	.....	

ANNEXURE-C

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

Impact Level	Description/Measure	Response Time	Resolution Time
Level 1	Low impact	*<to be filled in by the concerned dept. depending on the criticality of service>*	*<to be filled in by the concerned dept. depending on the criticality of service>*
Level 2	Medium impact	*<to be filled in by the concerned dept. depending on the criticality of service>*	*<to be filled in by the concerned dept. depending on the criticality of service>*
.....	.....		
Level.....	Highest impact	*<to be filled in by the concerned dept. depending on the criticality of service>*	*<to be filled in by the concerned dept. depending on the criticality of service>*

Urgency Level	Description/Measure	Response time	Resolution time
Level 1		*<to be filled in by the concerned dept. depending on the criticality of service>*	*<to be filled in by the concerned dept. depending on the criticality of service>*
Level 2		*<to be filled in by the concerned dept. depending on the criticality of service>*	*<to be filled in by the concerned dept. depending on the criticality of service>*
.....			
Level.....	To be performed on top priority	*<to be filled in by the concerned dept. depending on the criticality of service>*	*<to be filled in by the concerned dept. depending on the criticality of service>*

<Priorities areto be filled in by the concerned dept. depending on the criticality of service>

IMPACT	Urgency Level				
		Level 1	Level 2		Level n
	Level 1	Priority A	Priority A		Priority C
	Level 2	Priority A	Priority B		Priority D
	....		Priority J	Priority K	Priority L
	Level.....	Priority L	Priority M	Priority N	Priority O

ANNEXURE-D (Is included in Appendix- E Part -B, Technical requirements point no, 6.3)

SERVICE DESK SUPPORT METRIC<*strike off if not applicable*>

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type level 1, <*strike off which ever in not applicable*>	<……(requirement)/ call escalated by sbi service desk to ……service provider's team><*strike off which ever in not applicable*>	<……><*to be filled in by the concerned dept. depending on the criticality of service*>
	Call type level 12, <*strike off which ever in not applicable*>	<……(requirement)/ call escalated by sbi service desk to ……service provider's team><*strike off which ever in not applicable*>	<……><*to be filled in by the concerned dept. depending on the criticality of service*>

Report Name	Interval	Recipient	Responsible

SERVICE LEVEL REPORTING/ FREQUENCY[11]<*strike off if not applicable*>

<*Describe the service level reporting frequency and methodology*>

[11]The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

SERVICE REVIEW MEETING[12]<*strike off if not applicable*>

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board: ▪ President, ▪ Members…….

[12]The purpose of this section to describe the frequency of meeting and composition of service review board.

ANNEXURE-E (Is included in Appendix- E Part -B, Technical requirements point no 6.3)

ESCALATION MATRICS[13]<*strike off if not applicable*>

Service level Category	Response/Resolution Time	Escalation thresholds			
		Escalation Level 1		Escalation.....	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		*<Name, designation contact no.>*			
Service Milestones		*<Name, designation contact no.>*			
Infrastructure Management		*<Name, designation contact no.>*			
Application Development & Maintenance		*<Name, designation contact no.>*			
Information Security		*<Name, designation contact no.>*			
Service Desk Support		*<Name, designation contact no.>*			

[13] To ensure that the service beneficiary receives senior management attention on unresolved issues, Service Provider operates a problem escalation procedure in order that any unresolved problems are notified to Service Provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

ANNEXURE-F

REFER APPENDIX-J OF RFP FOR PENALTIES

ANNEXURE G
Transition & Knowledge Transfer Plan

1. Introduction

1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

2.1 The objectives of this annexure are to:

(1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;

(2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and

(3) ensure that all relevant Assets are transferred.

3. General

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the

transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;

3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and

3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:

(1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any

other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.

(2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

(1) Services for which rates already specified in the Agreement shall be provided on such rates;

(2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.

3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.

3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued

support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

5. Subcontractors

5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

7. Transfer of Assets

7.1 6 (six) months prior to expiry or within2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

(1) a list of all Assets eligible for transfer to the Bank; and

(2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on Bank premises:

(1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;

(2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and

(3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.

8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE

PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

8.3 Within 1 (one)month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9. Transfer of Software

9.1 Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

(a) Source Code (with source tree) and associated documentation;

(b) application architecture documentation and diagrams;

(c) release documentation for functional, technical and interface specifications;

(d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');

(e) Source Code and supporting documentation for testing framework tool and performance tool;

(f) test director database;

(g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10. Transfer of Documentation

10.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

11. Transfer of Service Management Process

11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

(a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;

(b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:

(1) Incidents;

(2) Problems;

(3) Service Requests;

(4) Changes;

(5) Service Level reporting data;

(c) a list and topology of all tools and products associated with the provision of the Software and the Services;

(d) full content of software builds and server configuration details for software deployment and management; and

(e) monitoring software tools and configuration.

12. Transfer of Knowledge Base

12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

13. Transfer of Service Structure

13.1 6 (six) months prior to expiry or within 2 (two) weeks' notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

(a) archive of records including:

(1) Questionnaire Packs;

(2) project plans and sign off;

(3) Acceptance Criteria; and

(4) Post Implementation Reviews.

(b) programme plan of all work in progress currently accepted and those in progress;

(c) latest version of documentation set;

(d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;

(e) Source Code, application architecture documentation/diagram and other documentation;

(f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and

(g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

14.2 Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

(1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or

(2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

15. Training Services on Transfer

15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:

(1) A training strategy, which details the required courses and their objectives;

(2) Training materials (including assessment criteria); and

(3) a training plan of the required training events.

15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____hours. Bank may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than _____ years of experience in

operating _____software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.

16. Transfer Support Activities

16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

(1) a timetable of events;

(2) resources;

(3) assumptions;

(4) activities;

(5) responsibilities; and

(6) risks.

16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

(a) Change Request log;

(b) entire back-up history; and

(c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17. Use of Bank Premises

17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.

17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXXX

ANNEXURE -H DATA PROCESSING AGREEMENT :
Refer to Appendix -Q of RFP

ANNEXURE-I
FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
Refer APPENDIX -R OF RFP

ANNEXURE-J

FORMAT FOR THE QUANTUM BILL OF MATERIALS (QBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Refer APPENDIX -S OF RFP

ANNEXURE-K

Refer APPENDIX -T OF RFP

ANNEXURE-L

FORMAT FOR THE ARTIFICIAL INTELLIGENCE BILL OF MATERIALS (AIBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Refer APPENDIX -U OF RFP

ANNEXURE-M

FORMAT FOR THE HARDWARE BILL OF MATERIAL (HBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Refer APPENDIX -V OF RFP

Appendix -L

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.

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

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

1. **Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

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

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

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

i. the statutory auditors of the either party and

ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

a. All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

b. Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

c. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

d. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

e. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

f. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement

and 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.

g. 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.

h. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

i. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

j. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

k. The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

Dated this _____ day of _____ (Month) *20*__ at _____(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-M

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-N

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

Appendix-O

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	For BIDDER
Name of the Officer.	Chief Executive Officer/
Designation	Authorised Signatory
Office / Department / Branch	Designation
State Bank of India.	
Witness	Witness
1	
	1.
2	
	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-P

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED dd/mm/yyyy

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support _____(name of Software Solution/ Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs._____/- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and not-withstanding any

contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs._____/- (Rupees _____ Only)

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees _____ Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

g) 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 hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs……/- (Rupees …….only)

(b) This Bank Guarantee shall be valid upto …….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……

Yours faithfully,

For and on behalf of

_____

Authorized official of the bank

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

Appendix-Q

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Service Level Agreement") dated _____between:

(i) State Bank of India (Data Fiduciary")

And

(ii) M/s. _____("Data Processor")

WHEREAS:

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

(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 ensure compliance with the Digital Personal Data Protection Act 2023 ('the DPDP Act') together with rules, regulations and Offshore Data Protection Regulations and implement the Agreement that complies with the requirements of the current legal framework in relation to data processing and with the applicable Data Privacy Laws.

(C) The Parties wish to lay down their rights and obligations

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" has the meaning given to it as this Data Processing Agreement and all schedules.

1.1.2 "Data Fiduciary" has the meaning given to it in Data Privacy Laws and Offshore Data Protection Regulations.

1.1.3 "Data Privacy Laws" shall mean Digital Personal Data Protection Act 2023, rules and regulations made thereunder, the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices & Procedures and Sensitive Personal Data or Information) Rules 2011 and any other laws, rules and regulations that is or shall become applicable regarding data protection and data processing in India.

1.1.4 "Data Principal" has the meaning given to it in the Data Privacy Laws and Offshore Data Protection Regulations.

1.1.5 "Party" or "Parties" has the meaning given to it as either Data Fiduciary or the Processor.
1.1.6 "Personal Data" has the meaning given to it in the Data Privacy Laws and under the Offshore Data Protection Regulations.
1.1.7 " Data Processor" has the meaning given to it in the Data Privacy Laws and Offshore Data Protection Regulations.
1.1.8 "Offshore Data Protection Regulations" shall mean data protection regulations including EU General Data Protection Regulation and such other regulations as may be applicable for processing of Personal Data in jurisdictions other than India.
1.1.9 "Sub-processor" has the meaning given to it as means any person appointed by or on behalf of Data Processor to process Personal Data of Data Principals in India or across any other jurisdiction on behalf of Data Fiduciary in connection with the Agreement.
1.1.10 "Data Transfer" shall mean
(i) a transfer of Personal Data from Data Fiduciary to a Data Processor; or
(ii) onward transfer of Personal Data from a Data Processor to a Sub-processor, or between two establishments of a Data Processor, to the extent and in the manner as envisaged in this Agreement.
1.1.11 "Services" has the meaning given to it as the services to be performed by the Data Processor described in the Service Level Agreement and as provided in Schedule 1.
1.1.12 "Supervisory Authority" has the meaning given to it in the Data Privacy Laws and Offshore Data Protection Regulations.
1.1.13 "Personal Data Breach" has the meaning given to it in Data Privacy Laws and Offshore Data Protection Regulations.
1.1.14 "Personnel" has the meaning given to it as the personnel of the Data Processor, Sub processors who provide the applicable Services;

2. Processing of Personal Data:

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

2.2 Data Processor shall:

2.2.1 comply with all applicable Data Privacy Laws in the Processing of Personal Data; and where the data principal is within the jurisdiction of Offshore Data Protection Regulations, comply with such respective Offshore Data Protection Regulations.

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

3. PROCESSOR OBLIGATIONS:

3.1 Processor and Processor Personnel:

3.1.1 The Data Fiduciary will determine the scope, purposes, and manner by which the Personal Data may be accessed or processed by the Data Processor. The Data Processor will process the Personal Data only as set forth in Data Fiduciary's written instructions.

3.1.2 The Data Processor shall never process the Personal Data in a manner inconsistent with the Data Fiduciary's documented instructions. The Data Processor shall immediately inform the Data Fiduciary if, in its opinion, an instruction infringes Data Privacy Laws or other directions issued by sectoral regulators in India or applicable Offshore Data Protection Regulations.

3.1.3 The Data 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 Service Level Agreement, and to comply with applicable Data Privacy Laws and Offshore Data Protection Regulations in the context of that individual's duties to the Data Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. Necessary Data Privacy training should be provided by the processor to their employees handling Personal Data.

3.1.4 Notwithstanding clause 3.1, if the Data Processor (and its Personnel) is required to process the Personal Data pursuant to the Offshore Data Protection Regulations or to satisfy any other legal obligations, the Data Processor shall notify Data Fiduciary of such requirement before it processes the Personal Data. and in case of processing of Personal Data under this clause it shall not be construed as processing of Personal Data by the Data Processor under this Agreement

3.1.5 The Data Processor shall immediately notify Data Fiduciary if, in Data Processor's opinion, Data Fiduciary's documented data processing instructions breach the Data Privacy Laws or Offshore Data Protection Regulations or sectoral regulators in India.

3.1.6 The purpose of the Data Processor processing Personal Data is the performance of the Services pursuant to the Service Level Agreement.

3.2 The Data Processor shall comply with Offshore Data Protection Regulations while processing data of an individual residing within the jurisdiction of the Offshore Data Protection Regulations. In the event of any liability arising on account of act or conduct of the Data Processor in processing data of a person residing within the jurisdiction of the Offshore Data Protection Regulations, the Data Processor shall be solely responsible for all pecuniary or other consequence on account of such liability.

3.3 Security:

3.3.1 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, Data Processor shall in relation to Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk

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

3.3.3 The Data 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 Data Processor by State Bank of India from time to time. The Data 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.

3.4 Sub-Processing:

3.4.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from Data Fiduciary State Bank of India. The Processor shall provide State Bank of India with [no less than 30 days] prior written (including email) notice before engaging a new Sub processor thereby giving Data Fiduciary an opportunity to object to such changes. If Data Fiduciary wishes to object to such new Sub processor, then Data Fiduciary may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

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

3.5 Data Principal Rights:

3.5.1 Data Principal whose Personal Data is processed under this Agreement have all the rights conferred on them under applicable Data Privacy Laws and Offshore Data Protection Regulations, in relation to their Personal Data (including, but not limited to, rights of access, correction, erasure, grievance, withdrawal of consent, and any other rights. All Such requests shall be directed to the Data Fiduciary, which is responsible for handling them in in accordance with applicable Data Privacy Laws and Offshore Data Protection Regulations.

3.5.2 Taking into account the nature of the Processing, Data Processor shall assist insofar as this is possible, for the fulfilment of Data Fiduciary's obligations, as reasonably understood by Data Fiduciary, to respond to requests to exercise Data Principal rights under the Data Privacy Laws and Offshore Data Protection Regulations

3.5.3 In case Data Principal Requests are received by Data Processor, then the Data Processor shall:

3.5.3.1 promptly notify Data Fiduciary if it receives a request from a Data Principal and

3.5.3.2 ensure that it does not respond to that request except on the documented instructions of Data Fiduciary

3.5.3.3 inform data Fiduciary of that legal requirement before the Data Processor responds to the request.

3.6 Personal Data Breach:

3.6.1 Data Processor shall notify Data Fiduciary promptly without undue delay upon becoming aware of a any actual or suspected Personal Data Breach providing data Fiduciary with sufficient details of the nature, scope, timing and potential impact of the breach to enable Data Fiduciary to fulfil its obligations under applicable Data Privacy Laws and Offshore Data Protection Regulations

3.6.2 Data Processor shall co-operate with Data Fiduciary and take reasonable steps as may be directed by Data Fiduciary to investigate, mitigate, contain and remediate the Personal Data Breach, including providing Data Fiduciary with regular updates on the status and results of any such measures.

3.7 Data Protection Impact Assessment and Prior Consultation:

3.7.1 Data Processor shall provide all reasonable assistance to Data Fiduciary in carrying out any data protection impact assessments (DPIA) and any prior consultation with Supervisory Authorities or other competent data privacy authorities that Data Fiduciary reasonably deems necessary under applicable Data Privacy Laws in respect of the Processing of Personal Data.

3.7.2 Such assistance shall include descriptions of the Processing operations, and the categories of Personal Data involved; the purposes of the Processing; details of any technical and organizational measures implemented to safeguard Personal Data; and any other information that Data Fiduciary reasonably requests to complete the DPIA or consultation process.

3.8 Deletion or return of Personal Data:

3.8.1 Subject to this section 3.8 Processor shall, promptly and in any event within 30 business days of the date of cessation of any Services under this Agreement either upon termination or expiry of the term of this Agreement (the "Cessation Date"), either delete, destroy or return all Personal Data including copies of such Personal Data.

The Data Processor shall notify all Sub -Processors of the cessation and shall ensure that all such Sub Processor shall either delete, destroy or return the Personal Data (including copies of such Personal Data) to the Data Processor at the discretion of the Data Processor

3.8.2 Data Processor shall provide written certification to Data Fiduciary that it has fully complied with this section 3.8 within 30 business days of the Cessation Date.

3.8.3 For enabling the detection of unauthorized access, its investigation, remediation and to prevent recurrence while allowing continued processing in the event of a compromise, retention of such logs and personal data shall be done for a period of one year, unless compliance with any law for the time being in force requires otherwise.

3.9 Audit Rights:

The Data Processor and the sub processors, if any, shall make available to Data Fiduciary and any or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing Data Fiduciary, a Supervisory Authority or their representatives to conduct an audit or inspection of that part of the Data 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 Privacy Laws and] on reasonable notice, in relation to the Processing of Personal Data by the Processor

3.10 Data Transfer:

3.10.1 Except as otherwise provided herein, the Data Processor shall not disclose Personal Data received here under to a third party or transfer it to another country without the Data Fiduciary's authorization. Except as otherwise provided herein, the Data Processor shall immediately notify the Data Fiduciary of any (planned) permanent or temporary transfers of Personal Data to a country outside of India and shall only perform such a transfer after obtaining authorization from the Data Fiduciary, which may be refused at its own discretion.

3.10.2 To the extent that the Data Fiduciary or the Data Processor are relying on a specific statutory mechanism to normalize international data transfers that is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, the Data Fiduciary and the Data Processor agree to cooperate in good faith to promptly terminate the transfer or to pursue a suitable alternate mechanism that can lawfully acceptable.

3.11 Records:

The Data Processor shall maintain written records of its data processing activities pursuant to providing the Services to Data Fiduciary in accordance with Data
Privacy Laws and Offshore Data Protection Regulations.

3.12 Notify:

The Data Processor shall immediately and fully notify Data Fiduciary in writing of any communications the Data Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) data principal requests or other requests, notices or other communications from individuals, or their representatives, and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

3.13 Indemnity:

Data Processor shall defend, indemnify, and hold harmless Data Fiduciary, its directors, officers, employees, agents, affiliates, and representatives from and against any and all claims, actions, proceedings, fines, penalties, liabilities, damages, losses, costs, expenses, prejudice, and injury (whether pecuniary or non-pecuniary), reputational or otherwise, incurred from Data Fiduciary, arising out of or in connection with:

A. any Personal Data Breach (irrespective of the jurisdiction of the breach) resulting from Processor's negligence, including any such breach caused or contributed to by the Processor or its personnel

B. any unauthorized, wrongful, or unlawful Processing, access, disclosure, loss, or destruction of Personal Data;

C. any failure by Processor to comply with Data Fiduciary's written instructions regarding Personal Data; and

D. any third-party claims (including those by customers, data principals, or regulators) resulting from any act, omission, or default of the Processor or its personnel.

3.14. Representation and Warranties:

The Data Processor represents and warrants that it will comply with all applicable Data Privacy Laws and Offshore Data Protection Regulations relating to the protection, disclosure, processing and use of Personal Data.

3.15. The Parties agree that in order to give effect / further effect to the provisions of the Data Privacy Laws and Offshore Data Protection Regulations and any amendment therein, this Agreement shall be amended, and the Parties shall execute and be bound by all such amendments as shall be necessary for the purpose of the arrangement as envisaged by this Agreement.

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 Privacy Laws and Offshore Data Protection Regulations.

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

5. General Terms:

5.1. Duration and Termination:

This Agreement shall come into effect on the date execution and shall be valid for the period of [*] years but shall be liable to be termination by either party by serving Notice to the other party of not less than 30 days. Provided however, the Data Fiduciary shall be entitled to forthwith (without prior) notice, terminate this Agreement if, the Data Processor, to the sole determination of the Data Processor, commits any act that amounts to Personal Data Breach.
Notwithstanding the termination of this Agreement the provisions of clause 3.13 (Indemnity), clause 5.2 (Confidentiality) shall continue to be valid and binding upon the Data Processor.

5.2 Confidentiality:

Without prejudice to any existing contractual arrangements between the Parties, the Data Processor shall treat all Personal Data as strictly confidential and it shall inform all its employees, agents and/or approved sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data. The Data Processor shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality
*Same as period of SLA

5.3 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.

5.4 Governing Law and Jurisdiction:

5.4.1This Agreement is governed by the laws of INDIA.

5.4.2 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 Processing

Details of Processing Activities (detailed list of activities carried about by the processor)	Category of Personal Data (Categories of Data Principal whose personal data is processed)	Category of Data Principal	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing	Duration of Retention of Personal Data of Data Principal

Illustration given below:

Details of Processing Activities (detailed list of activities carried about by the processor)	Category of Personal Data	Category of Data Principal	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing	Duration of Retention of Personal Data of Data Principal

Recovery of Loan (by Recovery & Resolutions Agents)	*Mobile Number, Account Number, Address*	*Customer (Borrower)*	*View, Share*	*Recovery of loan*	*90 days*	*90 days*

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.

2.1.14.3.Access logs and related Personal Data shall be retained for a period of one year for enabling the detection of unauthorized access, its investigation, remediation and to prevent recurrence while allowing continued processing, unless compliance with any law for the time being in force requires otherwise.

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 -R

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 -S

FORMAT FOR THE QUANTUM BILL OF MATERIALS (QBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Model Name	
2	Version	
3	Vendor & Origin Information	
4	Attestations	
5	License Information	
6	Cryptographic Asset	
7	Communication Protocol	
8	Hardware	
9	Software Dependencies	
10	Environmental Impact	
11	Vulnerabilities	

Guidance notes on filling the QBOM format above:

1. **Model Name**: Provides a unique identifier for the quantum device or system, ensuring easy reference and distinction.
2. **Version:** Tracks version numbers and updates, including new features, security patches, and system enhancements to ensure the latest advancements and fixes are in place.
3. **vendor & Origin Information**: Records the manufacturer and origin of the quantum device, ensuring clarity in vendor communication, support, and maintenance.
4. **License Information**: Documents the licensing terms and conditions for the quantum device, ensuring compliance with legal, regulatory, and contractual obligations.
5. **Cryptographic Asset:** For a cryptographic asset, the minimum elements that are to be included in the QBOM are mentioned in table 9 depending on the cryptographic asset type.
6. **Communication Protocol:** Specifies the communication protocols used by the quantum device, ensuring seamless integration and compatibility with other systems in the infrastructure.
7. **Hardware:** Describes the hardware components that make up the quantum device, including the processor, simulators, networking components, and sensors required for quantum operations.
8. **Software Dependencies:** Describes the software elements interacting with the quantum hardware, including libraries, APIs, SDKs, and firmware updates
9. **Environmental Impact:** Tracks the environmental impact of the quantum system, including energy consumption and other sustainability factors.

10. **Vulnerabilities**: Information about known security vulnerabilities or weaknesses associated with the components, including severity ratings and references to security advisories or CVE identifiers.
11. **Attestations:** Digital signature for the QBOM to ensure authenticity and integrity.

Appendix -T

FORMAT FOR THE CRYPTOGRAPHIC BILL OF MATERIAL (CBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Cryptographic Asset Type	Data Field	Details
1.	Algorithms	Name	
		Asset Type	
		Primitive	
		Mode	
		Crypto Functions	
		Classical security level	
		OID	
		List	
2.	Keys	Name	
		Asset Type	
		id	
		state	
		size	
		Creation Date	
		Activation Date	
3.	Protocols	Name	
		Asset Type	
		Version	
		Cipher Suites	
		OID	
4.	Certificates	Name	
		Asset Type	
		Subject Name	
		Issuer Name	
		Not Valid Before	
		Not Valid After	
		Signature Algorithm Reference	
		Subject Public Key Reference	
		Certificate Format	
		Certificate Extension	

Guidance notes on filling the CBOM format above:

1. **Algorithms**

- **Name**: The name of the cryptographic algorithm or asset. For example, "AES-128-GCM" refers to the AES algorithm with a 128-bit key in Galois/Counter Mode (GCM).
- **Asset Type Specifies:** The type of cryptographic asset. For algorithms, the asset type is "algorithm".
- **Primitive:** Describes the cryptographic primitive. For "SHA512withRSA", the primitive is "signature" as it's used for digital signing.
- **Mode**: The operational mode used by the algorithm. For example, "gcm" refers to the Galois/Counter Mode used with AES encryption.

- **Crypto Functions:** The cryptographic functions supported by the asset. For example, the functions in the case of "AES-128-GCM" are key generation, encryption, decryption, and authentication tag generation.
- **Classical security level** : The classical security level represents the strength of the cryptographic asset in terms of its resistance to attacks using classical (non-quantum) methods. For AES-128, it's 128 bits.
- **OID:** The Object Identifier (OID) is a globally unique identifier used to refer to the algorithm. It helps in distinguishing algorithms across different systems. For example, "2.16.840.1.101.3.4.1.6" for AES128-GCM, "1.2.840.113549.1.1.13" for SHA512 with RSA
- **List**: Lists the cryptographic algorithms employed by the quantum device or system, allowing for an assessment of its security capabilities, especially in the context of post-quantum encryption standards.

2. **Keys**

- **Name:** The name of the key, which is a unique identifier for the key used in cryptographic operations
- **Asset Type** : Defines the type of cryptographic asset. For keys, the asset type is typically "key".
- **Id:** A unique identifier for the key, such as a key ID or reference number.
- **State**: The state of the key, such as whether it is active, revoked, or expired.
- **Size :** The size of the key, typically measured in bits. For example, a 128-bit key or a 2048-bit RSA key.
- **Creation Date:** The date when the key was created.
- **Activation Date**: The date when the key became operational or was first used.

3. **Protocols**

- **Name** The name of the cryptographic protocol, such as TLS, IPsec, or SSH
- **Asset Type**: Defines the type of cryptographic asset. In this case, it would be a "protocol"
- **Version** The version of the protocol used, such as TLS 1.2 or TLS 1.3.
- **Cipher Suites** The set of cryptographic algorithms and parameters supported by the protocol for tasks like encryption, key exchange, and integrity checking.

- **OID :** The Object Identifier (OID) associated with the protocol, identifying its unique specifications

4. **Certificates**

- **Name**: The name of the certificate, typically referring to its subject or the entity it represents (e.g., a website).
- **Asset Type** Defines the type of cryptographic asset. For certificates, the asset type is "certificate".
- **Subject Name** This refers to the Distinguished Name (DN) of the entity that the certificate represents. It typically contains information about the organization, domain name
- **Issuer Name** The issuer is the Certificate Authority (CA) that issued and signed the certificate. This field contains the DN of the CA that verified and issued the certificate.
- **Not Valid Before** This specifies the date and time from which the certificate is valid.
- **Not Valid After** This specifies the expiration date and time of the certificate. The certificate becomes invalid after this timestamp
- **Signature Algorithm Reference** This refers to the cryptographic algorithm used to sign the certificate. It provides a reference to the algorithm and its OID (Object Identifier).
- **Subject Public Key Reference** This points to the public key used by the subject (the entity being identified in the certificate). It provides a reference to the key's details, including the algorithm.
- **Certificate Format** Specifies the format of the certificate. Common formats include X.509, which is the most widely used format for certificates. s
- **Certificate Extension** This refers to the file extension associated with the certificate. It is commonly .crt for certificates in the X.509 format.

Appendix -U

FORMAT FOR THE ARTIFICIAL INTELLIGENCE BILL OF MATERIALS (AIBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Model Name	
2	Model Version	
3	Model Type	
4	Model Developer	
5	Model Licensing Information	
6	Software Dependencies	
7	ML Models and Algorithms	
8	Model Performance Metrics	
9	Data Source	
10	Data Sets	
11	Hardware	
12	Security Requirements	
13	Input	
14	Output	
15	Intended Usage	
16	Out of Scope Usage	
17	Environmental Impact	
18	Vulnerabilities	
19	Attestations	

Guidance notes on filling the AIBOM format above:

1. **Model Name** The official name of the AI model, serving as a unique identifier for tracking, referencing, and discussion.
2. **Model Version** The specific version of the AI model, ensuring that any changes, updates, and version control are documented.
3. **Model Type** The type of the model (e.g., text-generation, image-processing, or image-classifier).
4. **Model Developer** The name of the developer or organization responsible for developing the model.
5. **Model Licensing Information** Details of the licenses for the model and any components used (e.g., Apache 2.0, GPL 3.0).
6. **Software Dependencies** All software elements required to run the model, including third-party libraries, frameworks, OS requirements, and proprietary software.
7. **ML Models and Algorithms** The specific machine learning models and algorithms used in the AI system, documenting decision-making processes, input handling, and learning mechanisms.
8. **Model Performance** Metrics Metrics for evaluating the performance of the AI model, such as accuracy, precision, recall, F1 score, etc.

9. **Data Source** The origin or source of the data used to train the model (e.g., proprietary datasets, publicly available datasets, real-time data, synthetic data).
10. **Data Sets Information** about the datasets used to train the model, including names, versions, formats, and limitations. Ensures compliance with privacy and licensing regulations.

11. **Hardware** The hardware or computing resources required to run the model, including processors (e.g., GPUs, TPUs), storage, and memory.
12. **Security Requirements** Encryption methods and access control mechanisms used to protect model data and user information.
13. **Input** The type of input the model accepts, such as text, images, or other data.
14. **Output** The type of output the model generates, such as text, images, or other data.
15. **Intended Usage** The specific use cases or scenarios for which the AI model is designed and intended to be used.
16. **Out of Scope** Usage Uses or scenarios that the AI model is not intended for and should be avoided to prevent misuse or unintended consequences.
17. **Environmental** Impact The potential environmental impact of training and deploying the AI model, including energy consumption, resource use, and carbon footprint.
18. **Vulnerabilities** Known security vulnerabilities or weaknesses in the components, including severity ratings and references to security advisories or CVE identifiers.
19. **Attestations** Digital signature for the model or AIBOM to ensure authenticity and integrity.

Appendix -V

FORMAT FOR THE HARDWARE BILL OF MATERIAL (HBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Product Name	
2	Product Version	
3	Product Details	
4	Warranty/AMC	
5	Manufacturer Name	
6	Manufacturer Location	
7	Manufacturing Date	
8	Supplier Information	
9	Supplier Location	
10	Model Number	
11	Serial Number	
12	Technical Specification	
13	Supplier Information	
14	Supplier Location	
15	Technology Node	
16	Compliance	
17	Power supply	
18	License Information	
19	Test Result	
20	Sub component	

Guidance notes on filling the HBOM format above:

1. **Product Name:** The common or marketing name of the hardware item.
2. **Product Version:** The specific iteration or release number of the product.
3. Product Details Key specifications and features that describe the hardware.
4. **Warranty/AMC Information** : regarding the product's guarantee and any annual maintenance contract.
5. **Manufacturer Name:** The name of the company responsible for producing the hardware.
6. **Manufacturer Location:** The geographical address of the product's manufacturer.
7. **Manufacturing Date:** The specific date when the product was produced.
8. **Supplier Information:** Details about the company that provided or sold the product
9. **Supplier Location:** The geographical address of the product's supplier.
10. **Model Number:** A specific alphanumeric identifier for a particular product design.
11. **Serial Number:** A unique identifier assigned to each individual unit of a product for tracking.

12. **Technical Specification:** Detailed technical characteristics and performance parameters of the component (e.g., voltage, frequency, capacity).
13. **Supplier Information:** The name and contact details of the company that supplied the component to the manufacturer of the larger product.
14. **Supplier Location:** The geographic location (city, country) of the direct supplier of the component.
15. **Technology Node:** For integrated circuits, this refers to the semiconductor manufacturing process technology (e.g., 7nm, 14nm), indicating its feature size and generation.
16. **Compliance Declarations:** certifications indicating adherence to relevant industry standards, regulations, or environmental directives (e.g., RoHS, CE).
17. **Power supply:** Details about the component's power requirements, such as voltage, current, and wattage.
18. **License Information:** Any associated intellectual property licenses or usage terms, particularly relevant for firmware or embedded software within the component.
19. **Test Result**: Information about the component's performance during quality assurance or functional testing, indicating its operational status.
20. **Sub component:** This refers to the recursive nature of an HBOM; if a component itself contains further distinct hardware parts, those would also be listed with similar detailed attributes.

APPENDIX-W

CERTIFICATE FOR SECURE SOFTWARE SOLUTION
(On Company's Letter head)

To,
Dear Sir,

SELF CERTIFICATION
APPLICATION NAME :_____

I/We, _____ hereby declare that the Application _____ (developed)/(deployed) by us _____ (Name of organization) on _____ for SBI has followed all the security measures while developing.

Following secure source code related security aspects have been taken care of while developing the Application _____, version number _____ :

SI No	Security Aspects	Remarks
1	Secure coding practices have been followed	Yes / No
2	Application was subjected to Source Code Review and patched against all known vulnerabilities including those defined under OWASP Top 10 and SANS 25, prior to handover to the Bank	Yes / No
3	No static details regarding Application (e.g. Default username, password) are mentioned in the code	Yes / No
4	Obfuscation of code has been done while putting the Application into production	Yes / No
5	Secure SDLC processes have been followed	Yes / No
6	Application was free from malware at the time of sale, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent Versions/modifications done)	Yes / No
7	The application is safe from potential bottlenecks and single points of failure vulnerable to DDoS attacks from source code perspective	Yes / No

We also confirm that the Application version number_____ (to be deployed)/(deployed) in the Bank has been subjected to thorough Risk Assessment procedures with focus on Source code review by (Internal)/ (External) Reviewers using :
a) _____ (Name of Source Code Review Tool) or

b) A Proprietary Source Code Review Tool developed by us.

The last review was performed on ____/____/_____ and observations have been duly closed with the following exceptions. The roadmap and the timeline for these exceptions are mentioned below:

	Count of Observations					
Timelines for Closure	Upto 3 months	> 3 months to 6 months	> 6 months to 9 months	> 9 months to 12 months	> 12 months	Total
High						
Medium						
Low						
Informational						

We also undertake the responsibility to provide timely mitigation for any future vulnerability/zero-day vulnerability observed in the product or the underlying infrastructure that may impact the security assurances of the product.

Signature:
Name and Designation in the Organization
(to be signed by an officer of CIO/CEO rank)
Date: Place:

APPENDIX-X

CYBER SECURITY RELATED CLAUSES

1.1 Secure Design:

a. Develop, implement, maintain, and use best in class industry proven security controls that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. Follow industry standards such as OWASP, SANS, NIST frameworks during design and development phase.
b. The platform should support strong authentication controls like multifactor authentication
c. The platform should have strong authorization controls. Solution to have controls for prevention against unauthorized data access and distribution. User and admin access control management to be provided as part of solution. Access control to be based on least access privilege principle. <Organization> or team assigned by <Organization> will be reviewing all access controls mechanism defined.
d. The solution should be capable of integrating with the existing single sign on facility of the <organization>.
e. While developing the interfaces, the Bidder must ensure and incorporate all necessary security and control features within the application, OS, database, network etc., as per OWASP, SANS standards so as to maintain confidentiality, integrity, and availability of the data.
f. Wherever applicable, the solution to have strong file level validation controls for size, type, and content. There should be preventive control against malware. Files should be scanned for any malicious content in a controlled sandbox environment.
g. The file store locations need to be secured. Strong cryptographic controls to be supported. Such controls should be compliant as per Industry standards such as FIPS-140, level 2 or higher. The encryption should support for data while in transit or rest. All encryption keys should be stored in secured location (such as HSM) with limited access as per NIST framework.
h. Design and processes of Bidder's Application architecture should support and not limit the Bank's applications' security capabilities.

1.2 Secure Development:

a. The solution should adhere to the S-SDLC (Secure System Development Lifecycle) process and practices as per <organization> IS policy.
b. Bidder to adhere to the security plan as per the S-SDLC activities and should incorporate it into the Project Plan before getting it approved from <organization>
c. Developers should be skilled in secure coding and implementing mitigation controls to deal with OWASP Top ten vulnerabilities.
d. Code should be developed as per secure coding practices and reviewed to ensure the same.

1.3 Secure Deployment:

a. The solution for sandbox type environment should be isolated from production environment where data originating from external source could be processed & validated for any malicious content/code before being sent to internal system.
b. All the hardware or required components should be shipped directly from OEM to <organization> premises.
c. Bidder should enforce process and policies such that only authorized users should have access to the source code.
d. Test data shall be selected carefully and protected and controlled.
e. The source code should be maintained in version-controlled environment that provides for logging and audit of all activities performed on source code.
f. Development, test, staging and production environment must be physically and logically separated from one another as far as possible.
g. The solution should ensure there should be no data leakages by implementation of distributed programming frameworks. The solution should secure data storage and logs. Auditing should be enabled to track each activity.
h. All the underlying infrastructure components such as OS, servers (web, application, and database) or any product should be hardened on each environment before being made functional.
i. Logging should be defined properly so that in the eventuality of the application being targeted or even compromised it is important for the organization to be able to carry out forensics of the attack as part of its incidence response framework.
j. Bidder should provide the support for integration of the application with Web Application Firewall (WAF) and provide the requisite details to WAF Team for implementation of the same.
k. Bidder should provide the support for integration of the application with Intrusion Prevention System (IPS) and the requisite details to IPS Team for implementation of the same.
l. The bidder should provide support for integration with SIEM (Security Information and Event Management), DAM (Database Activity Monitoring), and other available tools.

1.4 Security Assessment

a. Howsoever applicable, the bidder to conduct SAST (Static Application Security Testing) & DAST (Dynamic Application Security Testing) and provide detailed reports of the same or <organization> may conduct the SAST. The bidder should close all the vulnerabilities which should be revalidated by conducting SAST & DAST again.
b. The bidder should provide full support to Security Review, VAPT and Risk Assessment of all platforms conducted by <organization>.
c. Standards Benchmark - To ensure that all parties have a common understanding of any security issues uncovered, the independent organization that specializes in Information security shall provide a rating based on industry standards as defined

by First's Common Vulnerability Scoring System (CVSS) and Mitre's Common Weakness Enumeration (CWE).

d. The bidder shall maintain a documented third-party and Nth Party risk management framework. The bidder shall disclose all subcontractors and Nth Party service providers involved in delivering services to SBI or having access to SBI information, systems or premises.

e. The bidder shall perform periodic risk assessments atleast annually, of such third party and Nth party service providers commensurate with the risk posed by the services provided. The bidder shall maintain records and evidence of such assessments.

f. The successful bidder shall provide SBI, on request and/or annually, a certificate of attestation from CERT-IN empanelled vendor confirming completion of risk assessment and implementation of appropriate corrective actions for identified high-risk findings. SBI reserves the right to seek supporting evidence and audit compliance with these requirements.

1.5 BCP – DR

a. The bidder should have a Business Continuity Plan to ensure continuity of operations through Disaster Recovery mechanisms or alternate procedures, as feasible. Alignment of the same with the Business Continuity Plan of the Bank should be ensured.

b. The selected bidder should develop a disaster recovery plan for restoration of the system in the event of a disaster or major incident. The Disaster Recovery (DR) Plan should be tested prior to the go-live to verify DR readiness. Ensure the promotion of the build to production environment is done in a secure manner and the production environment is ready for the system go-live.

1.6 Secure use of Open Source:

a. The Implementation of open-source technologies should be taken up in compliance with Information Security (IS) policy of the <organization>.

b. The bidder to provide full support in implementation and maintenance for the open-source technologies in terms of upgradation, patching etc.

c. The bidder should provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code should undergo SAST.

d. Developer shall disclose all binary executables (i.e., compiled or byte code; source code is not required) of the software, including all libraries or components.

e. Developer shall disclose the origin of all software and hardware components used in the product including any open source or 3rd party licensed components.

1.7 Security Compliance to Policies and Process:

a. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems. Bidder will not copy any data obtained while performing services under this RFP to any media,

including hard drives, flash drives, or other electronic device, other than as expressly approved by <organization>.

b. The <organization> will have the right to audit the bidder's people, processes, technology etc. as part of Vendor security risk assessment process.
c. Solution should also be compliant to Indian Information Technology Act, 2000 (along-with amendments as per Information Technology (Amendment) Act, 2008) and any applicable data privacy & protection Act.
d. The system should be fully compliant with ISO27001 controls.
e. All personnel who will be part of this engagement should agree to the terms and condition of NDA and sign in with the <organization>.

1.8 Security for Support & Maintenance

a. Bidder should follow all the process defined by <organization> like Incident, Change, Release and Patch Management
b. Static application security testing and dynamic application security testing should be conducted by the bidder for any change request involving a design or code change. All gaps identified will be fixed by Bidder prior to go-live.
c. <organization> reserves the right to conduct further security testing of the source code and the system by either <organization> personnel or another party. Any gaps identified during this testing will be fixed by Bidder at no extra cost to <organization>.
d. Configuration items such as computers and other devices, software & hardware contracts, and licenses, third party tools and business services which are related to the application should be disclosed.
e. Bidder will resolve security incidents as per the agreed SLAs.
f. All user and technical access will be granted as per the Role Based Access Control (RBAC) matrix approved by <organization>. All access will be reviewed as per defined frequency and during control points e.g., when a team-member leave team or organization.
g. Information Security controls will be enforced when moving production data into non-production environments e.g., masking sensitive data during the cloning process etc. Audits will be conducted by <organization> to ensure security controls sustenance. Any gaps identified will be remediated by the bidder.
h. Bidder shall share the source code of the procured application. In case the source code is not to be shared, the bidder shall provide certificate from regulator approved security auditors, confirming that the code is free from all code related vulnerabilities.
i. Bidder shall ensure compliance with all government, regulatory and Bank's internal security prescriptions, in respect of the product under procurement.