CORRIGENDUM

ADDENDUM NO. SBI/STU/1 Dated 06.07.2026

TO

RFP NO. SBI/STU/L&D/EOI/2026-27/01 Dated 16.06.2026

REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT FOR PROGRAMME ON DESIGN THINKING

STRATEGIC TRAINING UNIT
STATE BANK OF INDIA
STATE BANK BHAVAN
MADAME CAMA ROAD, NARIMAN POINT
MUMBAI

S.No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Response
1.	3	6	Last date and time for Bid submission is upto 5:00 pm on 08.07.2026	We request the Bank to consider extending the bid submission deadline	We advise that the last date and time for Bid submission has been extended upto 5:00 pm on 12.07.2026
2.	3	7	Address for submission of Bids is https://etender.sbi/SBI/	Facing technical issues	The new URL for submission of bids is www.tenderwizard.com/SBIETENDER
3.	4	8	Date and Time of opening of Technical Bids is 5:00 pm on 10.07.2026	We request the Bank to consider extending the bid submission deadline	We advise that the time for technical bid opening has been extended and will be held on 5:00 PM on 18.07.2026. All the bidders have to make a presentation (15-30 minutes duration) on either 15.07.2026 or 16.07.2026. All the faculty who will be delivering the sessions to be present for the presentation. The technical bid and presentations to be held from 3:00 pm to 6:00 pm at Floor no 10, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai 400021.
4.	47	D	Geographic & Cost Considerations	Kindly, elaborate on Pricing Model and Optional Facilitation Support.	We advise that the programme has to be conducted either at Mumbai or Hyderabad or Gurugram. Per batch pricing to be quoted with a flexibility of accommodating 25-35 participants / batch.

5.	51	Description of Services	Post Training Handholding Support	Please confirm the number of check-ins expected, and would this be in-person or virtual.	Weekly one virtual facilitation of 90-120 minutes for 90-days post training handholding support.
6.	53&55	Appendix-H & Appendix - J	Penalties & Non-Disclosure Agreement	Do we need to submit these appendices during technical evaluation, please confirm	Annexure-H enclosed for reference and needs to be submitted post vendor selection.
7.	65	Appendix-P	Data Processing Agreement	Please clarify, do we need to submit this form, and how it is related to Design Thinking Program	Yes, as employee data is being shared by us.
8.	Pg 51	Scope of Work	Programme duration and batches	Please confirm total number of programmes expected over 2-year contract and whether batch volumes are guaranteed or indicative.	Please refer to the relevant description in Page 51 pertaining to Scope of Work.
9.	Pg 51	Scope	Participant profile	Can SBI clarify participant seniority, roles, and prior exposure to design thinking to tailor curriculum appropriately?	We advise that the participants include Middle Management and Senior Management Grade Scale officers with banking experience of 5 years to more than 20 years and currently in project management role.
10.	Pg 51	Scope	Problem statements	Will SBI provide specific business problem statements for each batch or should vendor co-create?	Will be decided mutually by SBI and the vendor post selection.
11.	Pg 46-47	Programme Design	Customization	Expected level of customization vs standard modules? Any pre-approved frameworks preferred by SBI?	There are no specific guidelines on this. This will form part of the technical proposal to be submitted by the bidder.
12.	Pg 51	Timeline	Pre-assessment	What data access will be provided for pre-program assessment and stakeholder interviews?	The profile of the participants including educational qualification and experience in design thinking.

13.	Pg 51	Post support	Handholding	How will success of 90-day handholding be measured (KPIs, deliverables, reporting format) or can vendor provide success metrics?	Success metrics to be provided by the vendor and the same will be finalized in consultation with SBI.
14.	Pg 47	Delivery	Location	Please confirm final training locations (ATI campuses) and infrastructure support available onsite.	Mumbai or Hyderabad or Gurugram. Venue and classroom facilities will be provided by SBI.
15.	Pg 47	Delivery	Scheduling	Will batches run sequentially or in parallel across locations?	May run sequentially or parallelly as per venue availability.
16.	Pg 22	Liability	Limitation	Can SBI clarify if liability cap includes penalties and liquidated damages combined?	The limitation will be applicable as per the terms of RFP and its addendum.
17.	Pg 51-52	Commercial	Pricing structure	Should pricing be per batch, per participant, or total program across tenure?	Per batch pricing to be quoted for a flexible batch size of 25-35 participants/batch
18.	Pg 15	Commercial	Price validity	In case of multi-year execution, will price revisions be allowed post 6 months validity?	The validity of the current agreement will be 12 months only.
19.	Pg 9	Evaluation	Technical scoring	Detailed scoring breakup not provided – request evaluation weightages per parameter.	Enclosed
20.	Pg 48	Evaluation	Presentation	Clarify expectations from demo session (duration, audience, evaluation criteria).	Demo session of 15 minutes. Evaluation criteria are enclosed.

21.	Pg 22	SLA	Penalties	Penalty matrix not detailed – request detailed SLA metrics and deduction methodology.	Enclosed
22.	Pg 54	SLA	Agreement	When will SLA be shared and can bidders review prior to commercial submission?	Enclosed
23.	Pg 24	Data	Access	Will vendor have access to internal SBI systems/data for case development?	No
24.	51	Appendix E | Sl. No. 1	To design a 3-day intensive Design Thinking programme	It is assumed that the design thinking programme is to be delivered as an in-room, in-person workshop. Is our assumption correct?	The 3-day programme to be in-classroom mode only. 90-days post handling sessions to be virtual.
25.	51	Appendix E | Sl. No. 1	This programme has to be delivered in multiple batches (3-5 batches) with a batch size of 25-35 participants per batch	Overall, what is the number of participants that are expected to go through this certification programme?	Approx. 110-140.
26.	51	Appendix E | Sl. No. 1	This programme has to be delivered in multiple batches (3-5 batches) with a batch size of 25-35 participants per batch	Are most of the participants from any particular teams or from across the organisation?	Business Analysts and Faculty.
27.	51	Appendix E | Sl. No. 1	This programme has to be delivered in multiple batches (3-5 batches) with a batch	Where will the training be conducted? Will all the sessions be held in the same place?	Mumbai or Hyderabad or Gurugram.

			size of 25-35 participants per batch		
28.	51	Appendix E | Sl. No. 1	This programme has to be delivered in multiple batches (3-5 batches) with a batch size of 25-35 participants per batch	Will all the batches follow one after the other? Or will there be a gap between the different batches?	The 3-day program to be completed for all the batches within a 2-month timeframe. For any given batch, the 90-day exercise must be completed within 150 days of finishing their 3-day training.
29.	51	Appendix E | Sl. No. 1	Vendors should be willing to conduct a pre-programme assessment to understand the organizational context, existing skill levels of participant, and specific problem statements where Design Thinking can be applied	Will SBI provide any specific requirements or inputs to the pre-programme assessment or can the vendor design this as per their expertise?	Will be decided mutually by SBI and the vendor post selection.
30.	51	Appendix E | Sl. No. 1	Vendors should be willing to conduct a pre-programme assessment to understand the organizational context, existing skill levels of participant, and specific problem statements where	Will SBI provide a list of problem statements that need to be considered, or can the vendor use their expertise?	Will be decided mutually by SBI and the vendor post selection.

			Design Thinking can be applied		
31.	51	Appendix E | Sl. No. 1	Provide comprehensive reading material, toolkits, reference guides etc	This will be defined by the vendor based on a best-mix of physical and online materials, based on the requirements of the workshop and keeping the effectiveness of the workshop and its learnings.	Yes
32.	51	Appendix E | Sl. No. 1	The methodology to be used must be Case-based learning (preferably bank-specific case studies), simulations, experiential learning, live problem-solving exercises etc	Is there any specific requirements in terms of number of case studies to be applied during the training or can this be defined by the vendor as per the methodology and training needs?	1 or 2 case studies to be included, preferably case studies focussed on BFSI sector.
33.	51	Appendix E | Sl. No. 1	Vendor to provide a minimum of 90 days of post training handholding support to facilitate implementation of Design Thinking in specific work areas.	will the post-training handholding (touchpoints, periodicity, goals) be provided by SBI or is to be defined by the vendor?	Will be decided by SBI.
34.	51	Appendix E | Sl. No. 1	The topics for the projects will be decided by SBI	The topics will be provided by SBI and each team / team-member will choose one of these topics as an area to work with as per the training	Will be decided mutually by SBI and the vendor post selection.

				methodology defined by the Vendor. Is this assumption correct?	
35.	51	Appendix E | Sl. No. 1	A detailed programme reports to be submitted post completion	This is a confidential report to be submitted to the management. Is this assumption correct?	Yes
36.	51	Appendix E | Sl. No. 1	Issuance of certificate to participants	The certificate will be issued only after completing the 3-day training and the pre-defined deliverables for the 90-day post-training period. Is this assumption correct?	Yes
37.	Appendix-B:, Page 43		Bidder's Eligibility Criteria: #5 (minimum 5 years in providing the Services in field of Design Thinking)	We have run multiple large-scale transformation and particularly digital transformation projects with clients across sectors over the years. Almost all these transformation projects have a component of a design thinking workshop where the target state is co-created, and a transformation roadmap to reach the target state is created. Given the focus of the larger engagement, this is not always documented in the engagement letter with the client. Accordingly, request the bank to accept a self declaration by the bidder, confirming the projects where Design thinking sessions were conducted by us, as the supporting document.	Documentary evidence is a must.

38.	Appendix-C, Page 46		Technical Eligibility Criteria: Faculty with relevant academic qualifications and industry experience. Availability of senior practitioners with hands-on experience in Design Thinking, particularly in BFSI sector. Preference will be given to consultants/institutes with 10 years or more experience in handling digital transformation projects.	In our organisation, we run our own learning academy where badges & certifications are issued post completion of certain qualifications. We accordingly request you to consider Completion of 'Design Thinking' badges accordingly for our facilitators, supporting delivery of this program.	Academic qualification obtained from reputed external organizations will only be considered.
39.	Appendix -E, Page 51		The methodology to be used must be Case-based learning (preferably bank-specific case studies), simulations, experiential learning, live problem-solving exercises etc.	What business challenges are we trying to address with this RFP in a broader context?	We advise that we aim to drive digital and product innovation, improve customer experience, reduce operational inefficiencies, enable better risk and compliance outcomes and encourage cross-functional collaboration with this programme.
40.	Appendix -E, Page 51		This programme has to be delivered in multiple batches (3-5 batches) with a batch	What is the participants prior exposure to Design Thinking (beginner/intermediate/advanced)?	We advise that participants have no prior exposure to Design Thinking (beginner).

			size of 25-35 participants per batch.		
41.	Appendix -E, Page 51		The methodology to be used must be Case-based learning (preferably bank-specific case studies), simulations, experiential learning, live problem-solving exercises etc.	Can you share sample use cases or themes for case based learning as a part of DT workshop?	No
42.	Appendix -E, Page 51		This programme has to be delivered in multiple batches (3-5 batches) with a batch size of 25-35 participants per batch.	Please confirm if this program is intended for leaders from specific businesses or functions of SBI or will this be open for all employees?	Business Analysts and Faculty
43.	Appendix -E, Page 51		Vendor to provide a minimum of 90 days of post training handholding support to facilitate implementation of Design thinking in specific work areas. The topics for the projects will be decided by SBI.	Can you provide us more details on the post program support required?	The participants to be divided into groups comprising of 10-15 participants per group. A problem statement will be identified by each group. Weekly one virtual facilitation of 90-120 minutes for 90-days post training handholding support to be provide by the vendor.

44.	Appendix -E, Page 51		This programme has to be delivered in multiple batches (3-5 batches) with a batch size of 25-35 participants per batch.	Please confirm indicative level/ grade of participants for the program	We advise that the program participants include Middle Management and Senior Management Grade Scale officers with banking experience of 5 years to more than 20 years.
45.	Appendix-C, Page 46		This programme has to be delivered in multiple batches (3-5 batches) with a batch size of 25-35 participants per batch.	In addition to the pre-program assessment, it will be important for the consultant to understand the context of this requirement for the Bank. Towards this, we would like to propose 2-3 focused discussions with key leaders from HR/ Learning/ Business teams to understand the context and customise the program design. Trust this will be acceptable to the bank. Please confirm.	1 or 2 rounds of discussions with the stakeholders will be arranged.
46.	Appendix-J		Non-Disclosure Agreement	We are not going to work on an PII or Confidential Data for SBI and accordingly this is not required. Please review and suggest.	NDA cannot be dispensed with, as the Bank will be sharing some important information in the process.
47.	Appendix-P		Data Processing Agreement	We are not having Data Processing role as part of this RFP and accordingly this is not required. Please review and suggest.	Yes, as employee data is being shared by us.
48.	Page 3	1	Last date and time for Bid submission	Date extension to July 15th	We advise that the last date and time for Bid submission has been extended upto 5:00 pm on 12.07.2026

49.	Page 4	1	Earnest Money Deposit	Exemption on EMD by submitting a bid security declaration, being a Govt organization	Cannot be accepted
50.	Page 43	6	Client References and Contact Details	A maximum of 2 references be sufficient	There are no specific guidelines on this. This will form part of the technical proposal to be submitted by the bidder.

EVALUATION CRITERIA (For Technical Bid)

The proposals shall be evaluated on the following parameters:

Criteria	Weightage (%)
Institutional Profile and Experience	20
Relevance and quality of curriculum	15
Faculty credentials and expertise	15
Methodology and approach	10
Extensive experience of handling IT projects, particularly in BFSI domain	20
Financial Proposal	20

APPENDIX–G : BANK GUARANTEE FORMAT

BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _________this _________day of _________201 by _________ (Name of the Bank) _________ having its Registered Office at _________and its Branch at _________ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at____________(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

2. 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 _________ (name of Service) (hereinafter referred to as “Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI/STU/L&D/EOI/2026-27/01 dated 16.06.2026

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

4. 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 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.

5. 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 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 Service Provider.

4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
v. This Guarantee shall be a continuing guarantee during its validity period.
vi. This Guarantee shall remain in full force and effect for a period of __ year(s) _____ month(s) from the date of the issuance i.e. up to _________. Unless a claim under this Guarantee is made against us on or before _____ , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

i. Our liability under this Bank Guarantee shall not exceed Rs________________/- (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: SERVICE LEVEL AGREEMENT

Service Level Agreement

AGREEMENT FOR

PROGRAMME ON DESIGN THINKING

BETWEEN

STATE BANK OF INDIA

AND

____

Date of Commencement .....

Date of Expiry .... (validity will be 12 months from the date of commencement)

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This Agreement (“Agreement”) is made at _____________ (Place) on this ____________________ day of ______20__.

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 having its Global IT Centre at Scetor-11, CBD Belapur, Navi Mumbai- 400614 through its Strategic Training Unit (STU) Department hereinafter referred to as **“the Bank/ SBI”** which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

AND

____________________ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* 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/ Consultant"** which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS

(i) The Bank is carrying on business in banking in India and overseas and desirous to avail services for Programme on Design Thinking;

(ii) 3-day in-classroom training;

(iii) _90- days of post training handholding exercise___________________________________; and

(iv) Service Provider is in business of providing consultancy services and agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (RFP) No **SBI/STU/L&D/EOI/2026-27/01** dated_**16.06.2026** 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, terms and conditions and understandings set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, words and expressions shall have the same meaning as attributed to them in this Agreement. The capitalized terms used in this Agreement shall have the following meanings:

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.

1.1.2 "**Confidential Information**" has the meaning set out in Section 9;

1.1.3 "**Consultancy Service(s)" or "Service(s)**" means all services, scope of work and deliverables to be provided by the Consultant/ Service Provider as described herein the Agreement.

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

1.1.5 "**Deliverables/ Work Product**" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

1.1.6 "**Effective Date**" shall mean the date on which this Agreement takes effect.

1.1.7 "**Intellectual Property Rights**" shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;

1.1.8 **"Total 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

1.1.9 **"Purchase Order (PO)"** shall mean PO NO. _____________ dated _____________ issued to Service Provider.

1.1.10 "**Reports**" shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.

1.1.11 **"Request for Proposal (RFP)"** shall mean RFP NO **SBI/STU/L&D/EOI/2026-27/01** dated **16.06.2026** along with its clarifications/ corrigenda issued by the Bank time to time.

1.2 INTERPRETATION

In construing the Agreement:

1.1.1 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).

1.1.2 The singular includes the plural and vice versa.

1.1.3 Reference to any gender includes each other gender.

1.1.4 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.

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

1.1.6 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.

1.1.7 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.

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

1.1.9 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.

2 COMMENCEMENT & TERM

2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from 01.08.2026 (**Effective Date**).

2.2 This Agreement shall be in force for a period 1 year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further terms of _______year (s) on mutually agreed terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 SCOPE OF SERVICES

The scope and nature of the Services which Service Provider has to provide to the Bank is specified in **Annexure- A** of this Agreement.

4 REPRESENTATIONS AND WARRANTIES

4.1 Each of the Parties represents and warrants in relation to itself to the other that:

4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

4.1.3 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**') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.

4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

4.2 Additional Representation and Warranties by Service Provider

4.2.1 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.

4.2.2 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.

4.2.3 Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.

4.2.4 Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

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

4.2.6 The team composition submitted in response to the RFP shall remain the same and shall not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.

4.2.7 Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.

4.2.8 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for 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 RESPONSIBILITIES OF THE BANK

5.1 The Bank shall designate a competent employee or employees, preferably within senior management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan ("Nodal Officer").

5.2 The Nodal Officer shall assist Service Provider in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate senior management and such Project Representative shall be Service Provider's primary point of contact for the purposes of this Agreement. All communications to Service Provider shall be made solely by the Nodal Officer, on behalf of the Bank.

5.3 The Bank shall actively participate in providing required inputs and assessments required by the Consultancy Team in providing the Services in terms of this Agreement and the implementation of the Project Plan and validate and provide its acceptance for all Reports on a timely basis, if such Reports are in a form and manner that is acceptable to the Bank.

5.4 The Bank shall make administrative arrangements for working space (including communication, access cards and other infrastructure) at the State Bank Bhavan and the respective venues of the training programme for the Consultancy Team.

5.5 The Bank shall arrange for the Heads of the Departments to attend meetings for the purposes explaining the processes and controls of the relevant Department to the Consultancy Team, if required.

5.6 The Bank shall provide Service Provider and the Consultancy Team access to relevant documents/manuals/records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.

6 RESPONSIBILITIES OF SERVICE PROVIDER

6.1 Consultancy Team- For the purposes of the Services contemplated in terms of this Agreement and for the effective implementation of the project plan, Service Provider agrees and undertakes to nominate the following:

6.1.1 _______ "Key Personnel" one of whom will be overall in-charge of the project and shall discharge his /her respective responsibilities. The Key Personnel should be working on the project from SBI location throughout the period of engagement; and

6.1.2 Another Key Person will act as the manager in respect of the provision of the Services contemplated in terms of this Agreement and the implementation of the Project Plan. This Key Personnel shall also be working on the project from SBI location throughout the period of engagement.

6.1.3 In addition to Key Personnel, the consultancy team shall comprise of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.

6.2 A detailed list of all the members of the team, including the Key Personnel, Professional Personnel and Support Personnel (“**Consultancy Team**”) is set out in **Annexure C** hereto.

6.3 Service Provider agrees and undertakes that all the Key Personnel will be available for the entire duration of the project. Save and except as provided in clause 4.2.6, the Bank will not consider any request for substitution of any member of the Consultancy Team.

6.4 Service Provider for itself and on behalf of members of the Consultancy Team hereby agrees to abide by the confidentiality obligations as set forth in this Agreement.

6.5 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.

6.6 The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-E to this RFP.

6.7 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.

6.8 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.

7 FEES, TAXES DUTIES AND PAYMENTS

7.1 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.

7.1.1 The Bank agrees to pay the fees as set out in **Annexure B** ("**Fees**") to Service Provider for the Services being rendered by it, in the manner set out in this Agreement.

7.1.2 The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule set out in **Annexure B**.

7.1.3 The Parties agree that all Fees will be billed by and payable in Indian rupees at Mumbai. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.

7.1.4 The Bank may withhold payment of any 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

7.2 All duties and taxes (excluding[1] ________________ 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. ___________ 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.

7.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.

[1] Please determine the applicability of the taxes.

8.2 Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

8.3 Subject to below mentioned sub-clause 8.4 and 8.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.

8.4 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.

8.5 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); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.

8.6 All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.

8.7 In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

9 CONFIDENTIALITY

9.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

9.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

9.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

9.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

9.2.3. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

9.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.

9.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled

Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

9.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

9.2.7. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

9.3. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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.

9.4. Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

9.5. 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.

9.6. Any document received from the Bank shall remain the property of the Bank and subject to clause 9.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

9.7. 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) 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.

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 permanent 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: NA

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

12 LIQUIDATED DAMAGES

If Service Provider fails to 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 2 % of the total Project Cost for delay of each week or part thereof maximum up to 10 % of total Project Cost. Once the maximum is reached, the Bank may consider termination of Agreement.

13 BANK GUARANTEE & PENALTY

13.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _________ (10% of project cost) valid for a period of 2 year(s) 0 month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.

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

13.3 Subject to clause 21 "*Termination*" of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

13.4 If at any time during performance of the Contract, Service Provider should 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, its 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.

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

13.6 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 contract.

14 COMPLIANCE WITH LAWS.

14.1 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.

14.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

14.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.

14.4 Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Service Provider.

14.5 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Service Provider have full authority and power to execute this Agreement and bind Service Provider.

15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 **Governing Law and Jurisdiction**

This Agreement shall be governed by, and be construed in accordance with the laws of Republic of India. The parties agree to submit to the exclusive jurisdiction of appropriate court in **Mumbai** in connection with any dispute between the parties under the Agreement.

15.2 Dispute Resolution

15.2.1 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..

15.2.2 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.

15.2.3 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.

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16 GENERAL INDEMNITY

16.1 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) Services 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.

16.2 Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 18, it shall indemnify the Bank against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

17 CONFLICT OF INTEREST

17.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.

17.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

18 LIMITATION ON LIABILITY

18.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 18.3, 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.

18.2 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.

18.3 The limitations set forth in abovementioned sub-Clause 18.1 shall not apply with respect to:

(i) claims that are the subject of indemnification pursuant to Clause 8 i.e. infringement of third party Intellectual Property Rights;

(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 mentioned under this Agreement;

(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 (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.

19 POWER TO VARY OR OMIT WORK

19.1 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.

19.2 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.

20 RIGHT TO AUDIT

20.1 It is agreed by and between the parties that 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 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.

20.2 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.

20.3 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 reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

20.4 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.

21 TERMINATION

21.1 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.

21.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. 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.

21.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to clause 18 Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

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

21.4.1 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.

21.4.2 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.

21.4.3 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 employee(s).

21.4.4 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.

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

22.5 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 confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

22 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

22.1 Service Provider shall arrange and ensure proper 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.

22.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

22.2.1 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.

22.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances 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 found to be in 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.

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 the Contractor 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 a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.4 If the event of Force Majeure continues for a period more than 30 (thirty) days, either Party shall have the right to terminate this Agreement by giving a notice to 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 SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

25 ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

25.2 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:

25.2.1 This Agreement;

25.2.2 Annexure of Agreement;

25.2.3 Purchase Order No.________ dated _________; and

25.2.4 RFP

26 NOTICE

26.1 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).

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

26.3 Address for communication to the Parties are as under:

26.3.1 **Communications to the Bank:**

____

____

____

____

26.3.2 **Communications to Service Provider:**

____

____

____

____

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

27 MISCELLANEOUS

27.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

27.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

27.3 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.

27.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

27.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

27.6 Service Provider agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

27.7 During the term of this Agreement and for a 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 or sub-contractor/s of the other party, or aid any third person to do so. 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.

27.8 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

Service Provider's Scope of Work, Deliverables and Time Lines

Scope of Work:

ANNEXURE B

Fees

As full consideration to Service Provider for the performance of the Services under the Agreement, the Bank shall pay the sum of RS. ____________plus applicable taxes as mentioned in the Agreement.

The schedule for Payment of the Services shall be as below:

Key Dates	Description of Deliverables	Payment %

	Total	

ANNEXURE C

List of Members of the Consultancy Team

Sr. no	Name	Designation	Role
Core Consultancy Team			
1			
2			
4			
5			
6			
7			
8			
9			

ANNEXURE D

Penalties

(Please provide details of applicable penalties)

Annexure-E

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 the Data Fiduciary.

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 the 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 1 & 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 Data Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from Data Fiduciary. The Data Processor shall provide Data Fiduciary with **[no less than XX days]** prior written (including email) notice before engaging a new Sub processor thereby giving Data Fiduciary an opportunity to object to such changes. If the Data Fiduciary wishes to object to such new Sub processor, then it 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 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 Data Fiduciary, which is responsible for handling them 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 the 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 and without undue delay upon becoming aware of 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 cooperate fully with Data Fiduciary and take all 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 < **XX** > 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 < **XX** > 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 request 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. SBI'S OBLIGATIONS:

SBI 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 [**XX**] years but shall be liable to be termination by either party by serving Notice to the other party of not less than [**XX**] 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

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:

5.4.1 This 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 Service Level Agreement with effect from the date first set out below.

For SBI

Signature ________________________________

Name ___________________________________

Title ____________________________________

Date Signed ______________________________

For Processor M/s

Signature ______________________________

Name _________________________________

Title __________________________________

Date Signed ______________________

SCHEDULE 1

1.1 Services

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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

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 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	a. Business Continuity Management		
		b. Backup management		

<table>
<tr><th>S. No</th><th colspan="2">Controls to be implemented</th><th>Compliance (Yes / No)</th><th>If under implementation, give date by which implementation will be done</th></tr>
<tr><td rowspan="7"></td><td rowspan="7">operational processes with periodic review, including but not limited to:</td><td>c. Desktop/system/server/network device hardening with baseline controls</td><td></td><td></td></tr>
<tr><td>d. Patch Management</td><td></td><td></td></tr>
<tr><td>e. Port Management Media Movement</td><td></td><td></td></tr>
<tr><td>f. Log Management</td><td></td><td></td></tr>
<tr><td>g. Personnel Security</td><td></td><td></td></tr>
<tr><td>h. Physical Security</td><td></td><td></td></tr>
<tr><td>i. Internal security assessment processes</td><td></td><td></td></tr>
<tr><td>3</td><td colspan="2">Whether a proper documented Change Management process has been instituted by the Processor?</td><td></td><td></td></tr>
<tr><td>4</td><td colspan="2">Whether the Processor has a documented policy and process of Incident management /response?</td><td></td><td></td></tr>
<tr><td rowspan="3">5</td><td rowspan="3">Whether the Processor's environment is</td><td>a. Firewall</td><td></td><td></td></tr>
<tr><td>b. WAF</td><td></td><td></td></tr>
<tr><td>c. IDS/IPS</td><td></td><td></td></tr>
</table>

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	suitably protected from external threats by way of:	d. AD		
		e. AV		
		f. NAC		
		g. DLP		
		h. Any other technology		
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?			
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?			
8	Whether proper log generation, storage, management and analysis happens for the Processor application?			
9	Is the Processor maintaining all logs for forensic readiness related to:	a. Web		
		b. Application		
		c. DB		
		d. Configuration		
		e. User access		
10	Whether the Processor maintains logs for privileged access to their critical systems?			

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

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
		f. UAT		
16	Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?			
17	Whether Internet access is permitted on:	a. Internal servers		
		b. Database servers		
		c. Any other servers		
18	Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?			
19	Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?			
20	Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?			
21	Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?			
22	Whether the Processor has deployed any open source or free software in their environment?			

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	If yes, whether security review has been done for such software?		
23	Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?		
24	Whether the data shared with the Processor is of sensitive nature?		
25	Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?		
26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)		
27	Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?		
28	Whether the Processor is required to store the data owned by State Bank?		
29	Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?		
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?		

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?		

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

"Except for the aforementioned inclusions and the extension of bid submission timelines, all other terms, conditions, and specifications of the RFP remain unchanged."

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