State Bank of India
Industrial Relations, HR Department, Corporate Centre,
16th floor, State Bank Bhavan,
Madame Cama Road,
Mumbai-400 021
E-mail: dgm.ir@sbi.co.in;
Website: https://bank.sbi

RFP NO: SBI/IR(HR)/RFP/2026-27/01
DATED: 28.07.2026

NOTICE INVITING TENDER-CLOSED RFP

Bids are invited by State Bank of India for selection of Service Provider for Employee Assistance Program (EAP) from the bidders shortlisted vide EoI Ref No. SBI/IR(HR)/EOI/2026-27/01 dated 18.05.2026. Shortlisted Bidders are advised to visit Procurement news at https://www.sbi.co.in and e-Procurement agency portal https://etender.sbi.

This notice is being published for information only and is not an open invitation to quote in this closed RFP. Participation in this RFP is by invitation only and is limited to the shortlisted Bidders. Unsolicited bids will not be considered by the Bank.

Commencement of download of RFP: From 28.07.2026 at 15:00 hrs.

Last date and time for submission of bids: 14.08.2026 up to 15:00 hrs.

Human Resources Department
Corporate Centre, Mumbai

REQUEST FOR PROPOSAL
FOR
SELECTION OF SERVICE PROVIDER
FOR EMPLOYEE ASSISTANCE PROGRAM (EAP)

Ref: SBI/IR(HR)/RFP/2026-27/01

DATED: 28.07.2026

STATE BANK OF INDIA,
INDUSTRIAL RELATIONS DEPARTMENT(HR), CORPORATE CENTRE,
16TH FLOOR, STATE BANK BHAVAN,
MADAME CAMA ROAD,
MUMBAI-400 021

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Part-I

1. Schedule of Events

Sr. No.	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Contact Number, Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri Karthikeya Venkateswaran S Designation: Deputy General Manager (IR) Email ID: dgm.ir@sbi.co.in Contact Number: 022-22741620 Name: Ms. Swati Agarwal Designation: Chief Manager Email ID: dgm.ir@sbi.co.in Contact Number: 022-22741604 Mobile No: 9818762666 Contact Address: Industrial Relations (HR), SBI, Corporate Centre, 16th floor, State Bank Bhavan, Madame Cama Road, Mumbai- 400 021
2	Bid Document Availability including changes/amendments, if any to be issued	Will be emailed to the Bidders who have been shortlisted vide EOI No. SBI/IR(HR)/EOI/2026-27/01 dated 18.05.2026. It is clarified that unsolicited bids will not be considered by the Bank.
3	Last date for requesting clarification	**Up to 05:00 PM IST on 03.08.2026** All communications regarding points/ queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	**From 03:00 PM to 05:00 PM IST on 05.08.2026** at SBI, Corporate Centre, 10th floor, State Bank Bhavan, Madame Cama Road, Mumbai- 400 021 or through online meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank on	**10.08.2026**
6	Last date and time for Bid submission	**Up to 03:00 PM IST on 14.08.2026**
7	Address for submission of Bids	URL: https://etender.sbi/SBI/ Name of the e-Procurement Agency: e-Procurement Technologies Limited

8	Date and Time of opening of Technical Bids	**05:00 PM IST on 14.08.2026** Authorized representatives of Bidders may be present online during opening of Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders' representatives.
9	Opening of Price Bids	Price bids of technically qualified bidders only will be opened on a subsequent date, which shall be advised to the bidders separately.
11	Tender Fee	Not Applicable
12	Earnest Money Deposit	**Rs. 15.00 Lakhs (Rupees Fifteen lakhs only)** Amount should be deposited in A/c No:10768099503 IFSC: SBIN0008586 Account Name: SBI Central Office OMD A/c Address: OAD, State Bank of India, Corporate Centre Mode of transaction: Intra Bank transfer (SBI to SBI)/ NEFT **Or** By way of Pay Order/ Demand Draft drawn in favour of 'State Bank of India' and payable at Mumbai **Or** EMD should be in the form of a Bank Guarantee. **EMD shall be valid up to 180 days from the bid submission date.**
13	Bank Guarantee	**5% of the Total Project Cost** Performance Security in form of Bank Guarantee, issued by a Scheduled Commercial bank other than SBI, which should be valid for 21 months from the effective date of the Contract. The Bank Guarantee may need to be extended

		depending on the extension of the Contract period.
14	Contact details of e-Procurement agency appointed for e-procurement	e-Procurement Technologies Limited Name: M/s e-Procurement Technologies Limited Email ID: etender.support@eptl.in Akhlad Rajput | Client Service E: akhlad.rajput@eptl.in | M: (+91) 7859800624 |

2. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank')**, having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This **Request for Proposal (RFP)** is issued by the Bank on behalf of SBG **for Selection of Service Provider for Employee Assistance Program (EAP)** in the Bank.

ii. In order to meet the service requirements, the Bank proposes to invite online Bids from shortlisted Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.

iii. Bidder or Shortlisted Bidder shall mean the entity who has participated in the EoI Ref No. SBI/IR(HR)/EOI/2026-27/01 dated 18.05.2026 and shortlisted by the Bank upon fulfilling the eligibility criteria specified in the said EOI. The Shortlisted Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. The list of shortlisted bidders is as under:

- Resilience Health Private Limited
- TRUWORTH Health Technologies Private Limited
- YourDOST Health Solutions Private Limited
- 1to1help.net Private Limited

iv. Consortium bidding is not permitted under this RFP. Unless otherwise specifically permitted in Appendix-B, a bidder may not use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover, profit, experience or other eligibility criteria of RFP.

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

vi. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for hiring of Service Provider as desired in this RFP.

vii. This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

viii. Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial proposal in response to this

RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

3. DISCLAIMER:

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

ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary, obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respects will be at the Bidder's risk and may result in rejection of the Bid.

vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

4. DEFINITIONS:

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

i. **"The Bank"** means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.

ii. **"Bidder/ Shortlisted Bidder"** means an eligible entity/firm who has participated in the EoI Ref No. SBI/IR(HR)/EOI/2026-27/01 dated 18.05.2026 and shortlisted by the Bank upon fulfilling the eligibility criteria specified in the said EOI.

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

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

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

vi. **"Deliverables/ Work Product"** shall mean all work product generated by Service Provider 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.

vii. **"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.

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

ix. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

5. SCOPE OF WORK:

As given in **Appendix-E** of this document alongwith Payment Schedule.

6. ELIGIBILITY AND TECHNICAL CRITERIA:

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

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

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

7. COST OF BID DOCUMENT:

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-K** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

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

iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

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

9. CONTENTS OF BID DOCUMENT:

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

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

10. EARNEST MONEY DEPOSIT (EMD):

i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.

ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

The EMD should be directly credited to the designated account or it should be in the form of Pay Order/Demand Draft drawn in favour of 'State Bank of India' and payable at Mumbai or it should be in form of Bank Guarantee (as prescribed in **Appendix-N**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

If EMD is directly credited to a designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in the form of Bank Guarantee or Pay Order/Demand Draft, scanned copy of original EMD Bank Guarantee or Pay Order/Demand Draft should be uploaded on portal of

e-Procurement agency along with technical bid. Original EMD Bank Guarantee or Pay Order/Demand Draft should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

iii. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.

iv. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.

v. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-G.**

vi. No interest is payable on EMD.

vii. The EMD may be forfeited:

(a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

(b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

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

viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

11. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and financial on portal of e-Procurement agency for **providing of EAP** Services in response to the **RFP No. SBI/IR(HR)/RFP/2026-27/01 dated 28.07.2026.** Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signatures of authorised signatory:

(a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
(b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
(c) Proof of remittance of EMD (if directly credited in designated account). In case, EMD is submitted in form of BG or Pay Order/Demand Draft, scanned copy of original BG or Pay Order/Demand Draft should be uploaded subject to compliance of requirement mentioned in clause no "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause 12(ii).
(d) Specific response with supporting documents in respect of technical eligibility criteria as mentioned in **Appendix-C.**
(e) Bidder's details as per **Appendix-D** on Bidder's letter head.
(f) A copy of the board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
(g) Scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 12 "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).

ii. **Price Bid for** Service Provider in response to the RFP **No. SBI/IR(HR)/RFP/2026-27/01** dated **28.07.2026** should contain only Price Bid strictly on the lines of **Appendix-F**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

(a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
(b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
(c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
(d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
(e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of the person who will sign the Bid) from any of the licensed certifying agencies to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

(f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
(g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
(h) The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid.
(i) The Bidder must provide specific and factual replies to the points raised in the RFP.
(j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
(k) All the enclosures (Bid submission) shall be serially numbered.
(l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
(m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
(n) The Bank reserves the right to reject Bids not conforming to above.

12. DEADLINE FOR SUBMISSION OF BIDS:

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

ii. The Bidder shall submit the original EMD Bank Guarantee or Pay Order/Demand Draft and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

13. MODIFICATION AND WITHDRAWAL OF BIDS:

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

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

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

ii. Price quoted by the Bidder in Price Bid shall remain valid for duration of 6 calendar months from the date of opening of price bid.

iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

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

15. BID INTEGRITY:

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

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

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

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

iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion, waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.

vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. TECHNICAL EVALUATION:

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits,

wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank.

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

18. EVALUATION OF PRICE BIDS AND FINALIZATION:

i. The Price Bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The minimum qualifying score for being technically qualified would be 70% of the total technical score.

ii. After the opening of Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 75:25 basis (75% Weightage to Technical and 25% Weightage to Commercial).

iii. Successful bidder would be selected on the basis of Techno Commercial Evaluation as defined in **Appendix-C**.

iv. Errors, if any, in the price breakup format will be rectified as below:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

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

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

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the

lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

19. CONTACTING THE BANK:

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

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

20. AWARD CRITERIA AND AWARD OF CONTRACT:

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

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and only Class-I and Class-II local supplier are allowed to participate in this RFP. As the evaluation of successful bidder is on the basis of TC1, margin of purchase preference to Class-I local supplier shall not be applicable under this RFP.

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

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

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

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

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

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

ii. Verification of local content

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

iii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in Price bid.

iv. Bank will notify successful Bidder (TC1) in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within ***7* working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.

vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee strictly on the lines of format given in appendix of this RFP, within 30 days from issuance of Purchase Order or within such extended

period as may be decided by the Bank.

viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

21. POWERS TO VARY OR OMIT WORK:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work

which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

22. WAIVER OF RIGHTS:

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

23. CONTRACT AMENDMENT:

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

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

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

25. BANK GUARANTEE:

i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-G** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

ii. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant the invoking of Bank Guarantee.

SERVICES:

i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

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

iii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

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

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

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

shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

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

29. SUBCONTRACTING:

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

30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 36 months. The engagement shall be for an initial period of three (3) years, subject to annual performance review by the Bank. Based on satisfactory performance, continued business requirement, adherence to agreed service levels, and at the sole discretion of the Bank, the engagement may be extended for a further period, up to a maximum total tenure of five (5) years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

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

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

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

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

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

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

32. CONFIDENTIALITY:

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

33. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. SERVICE PROVIDER'S OBLIGATIONS:

i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

iv. Service Provider is responsible for activities of its personnel or sub-contracted

personnel (where permitted) and will hold itself responsible for any misdemeanours.

v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-J** of this RFP.

vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.

vii. The Service Provider 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.

viii. Service Provider agrees to comply with 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.

35. TECHNO - COMMERCIAL EVALUATION:

Details as per **Appendix- C.**

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. Service Provider agrees 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.

ii. 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.

iii. Subject to below mentioned sub-clause *(iv)* and *(v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all 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 RFP.

iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Work Product by the Bank.

vi. All Work Product prepared by the Service Provider 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 Service Provider agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Service Provider. 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.

vii. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider 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.

viii. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

37. LIQUIDATED DAMAGES:

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

38. CONFLICT OF INTEREST:

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:

(a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.

(b) Bidder 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. Bidder 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.

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) there is a conflict among the proposed project and other assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(g) a Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

iv. A Bidder eventually appointed to provide consultancy services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Bank in accordance with the respective RFP or proposals.

39. CODE OF INTEGRITY AND DEBARMENT/BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding

Process.

ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**Corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **"Obstructive practice"** means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent

it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. **Debarment/Banning**

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause *37 " CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent,

engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of

Government of India for a period not exceeding three years commencing from the date of debarment.

40. TERMINATION FOR DEFAULT:

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

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

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

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.

v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

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

other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41. FORCE MAJEURE:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the

Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

42. TERMINATION FOR INSOLVENCY:

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

43. TERMINATION FOR CONVENIENCE:

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

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

44. DISPUTES RESOLUTION:

i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

45. GOVERNING LANGUAGE:

The governing language shall be English.

46. APPLICABLE LAW:

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

47. TAXES AND DUTIES:

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

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

iii. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, the same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F.**

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

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

vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):

a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

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

48. TAX DEDUCTION AT SOURCE:

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

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

iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

49. TENDER FEE: Not Applicable.

50. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

51. NOTICES:

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

Part-II

APPENDIX –A

BID FORM (TECHNICAL BID)

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

Date: _____

To:
The Deputy General Manager,
Industrial Relations Department,
Corporate Centre, 16th floor,
State Bank Bhavan, Madame Cama Road,
Mumbai-400 021

Dear Sir,

Ref: RFP No. SBI/IR(HR)/RFP/2026-27/01 dated 28.07.2026

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Bids through an online portal to be provided by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

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

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

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

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

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

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

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

viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

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

xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.

xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

xiii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 03.08.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.

xiv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

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

Dated this ..... day of 20

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

_____ **Seal of the Company**

APPENDIX-B

BIDDER'S ELIGIBILITY CRITERIA

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

S. No.	Eligibility Criteria	Compliance (Yes/ No)	Documents to be Submitted
1.	The bidder should be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 03.08.2020 and amendment thereto.		Bidder should specifically certify in **Appendix A** in this regard and provide a copy of the registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an annual revenue/earnings/income of a minimum of Rs. 10 crores in each of last 03 (three) financial year(s) i.e. FY 2022-23, FY 2023-24 and FY 2024-25.		Copy of the audited financial statements for required financial years. (Certificate from statutory auditor for preceding/ current year may be submitted.) (As per **Appendix G)**
4.	The Bidder should be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of the last 03 (three) financial years mentioned in para 3 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor. (As per **Appendix G)**

5.	Bidder should have proven experience and demonstrated capability in providing services i.e. implement and manage a comprehensive, confidential and accessible Employee Assistance Program for large-scale projects as indicated in the scope of work, during last three years (as on 31.03.2026) as below: I. For entities with pan-India coverage across industries including, but not limited to, BFSI, conglomerates, pharmaceuticals, and IT/ITES., and II. With employee strength of at least 10,000+ (Large Scale Organization) III. Minimum Project duration of 12 months and IV. Minimum experience of 3 years of providing structured EAP services in India.		Copy of the order and/or Certificate of completion of the work.
6.	Client references and contact details (email/landline/mobile) of active customers for whom the Bidder has executed similar projects in India. At least Three (03) active client references are required. (Start and End dates of the past project to be mentioned)		Bidder should specifically confirm on their letterhead in this regard (As per **Appendix-F)**
7.	Past/ present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, related to services being procured under this EOI or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's Board of Directors, liquidation, bankruptcy, insolvency cases or cases for debarment/ blacklisting for breach of contract/ fraud/ corrupt practices by any Scheduled

			Commercial Bank/ Public Sector Undertaking/ State or Central Government or their Agencies/ Departments or any such similar cases, if any, are to be provided on Company's letter head. (As per **Appendix H**)
8.	Bidders should not be under debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this EOI and also certify that they have not been disqualified /debarred /terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their Agencies / Departments at any time, during the last 3 years.		Bidder should specifically certify in **Appendix A** in this regard.
9.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in **Appendix A** in this regard.
10.	Bidder should have statutory registration(s) with Tax and other compliance authorities.		A copy of PAN/ TAN/ GST Registration number (whichever is applicable) in the name of the bidder.
11.	The Bidder's Organization should not be owned/ controlled by any Director (or Relatives) of State Bank of India, both present and those who have retired in the last one year.		A Self Declaration by the Bidder in the Company's letter head.
12	The bidder should have a dedicated multidisciplinary clinical team including Clinical Psychologists, Counselling Psychologists, Psychiatrists, Nutritionists, Financial Wellbeing Experts		Organisation Chart, HR strength, CVs of Key Personnel.

	and Wellness Professionals to deliver services under the proposed scope.		
13	The bidder should have a minimum of **100 qualified counsellors** on their panel, available across India for multilingual service delivery.		List of counsellors with qualifications and languages.
14	The bidder should provide counselling services in **English, Hindi and other Indian regional languages**.		Self-certification
15	The bidder should have an established **24×7×365 multilingual counselling helpline** operational in India.		Declaration along with process documentation.
16	The bidder should have an operational **AI-enabled web and mobile EAP platform** (Android, iOS & Web) capable of appointment scheduling, dashboards, assessments and analytics.		Product Brochure/User Manual/Demo details.
17	The proposed platform should support API-based integration/SSO with enterprise HRMS systems.		Technical architecture note and self-certification.
18	The bidder should have an established nationwide referral network of psychiatrists, hospitals and emergency response partners to support crisis intervention services.		Details of referral network and MoUs (where applicable).
19	The bidder should possess valid **ISO 27001** certification for Information Security Management.		Valid ISO Certificate.
20	The bidder should comply with the provisions of the **Digital Personal Data Protection Act, 2023** and maintain documented privacy and confidentiality policies.		Self-certification along with Privacy Policy.
21	The bidder should have a dedicated Programme Director (minimum 10 years' experience) and Account Management Team for managing SBI's engagement.		CVs and organisation structure.
22	The bidder should demonstrate capability to provide pan-India services including webinars, awareness campaigns, physical wellness programmes, Holistic Health Champion training, crisis intervention and analytics as specified in the Scope of Work.		Technical proposal with implementation methodology.

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

Name & Signature of Authorized Signatory **Seal of Company**

The participating bidders have been shortlisted based on the eligibility criteria mentioned above vide EOI Ref. No. SBI/IR(HR)/EOI/2026-27/01 dated 18.05.2026. Hence, submission of supporting documents mentioned in the eligibility criteria already provided to the Bank, is not required.

However, as regard to S. No. 7, 8, 9, 11 following needs to be ensured:

S. No. 7- The details of cases already submitted by Bidders at the time of EOI need not be submitted again unless there is a change in status of the case. Bidders are required to submit the details of new cases (if any) instituted/ filed during the intervening period of bid submission for EOI and this RFP in **Appendix-P** of RFP document.

S. No. 8- The details of cases already submitted by Bidders at the time of EOI need not be submitted again unless there is a change in status of the case. Bidders are required to submit the details of new cases (if any) instituted/ filed during the intervening period of bid submission for EOI and this RFP. Nevertheless, Bidder should specifically certify in **Appendix A** of the RFP document in this regard.

S. No. 9- Bidder should specifically certify in **Appendix-A** of the RFP document in this regard.

S. No. 11- Bidder should provide a self-declaration on Company's letter head in this regard.

Certificate of local content to be submitted as per **Appendix-O** of the RFP document.

APPENDIX-C

TECHNICAL ELIGIBILITY CRITERIA AND BID EVALUATION

- For the purpose of the evaluation and selection of Service Provider, a two-phase bidding process will be followed as mentioned below:
  Phase 1 – Technical Bid Evaluation
  Phase 2 – Financial Bid Evaluation
- The Final Bidder will be selected, on the basis of Techno-Commercial evaluation.
- In the first phase, only the 'Technical Bids' will be evaluated as per the following technical eligibility criteria and a technical score would be arrived at.

Technical Eligibility Criteria

Module	Particulars	Weightage
I.	**Experience of the Bidder and Technical Methodology**	**35%**
II.	**Implementation Capability** Project Team, **Work Plan** and Service Delivery Capability	**30%**
III.	**Proposed Approach, Work Plan and Methodology** Understanding the scope / terms of reference, proposed approach and methodology for carrying out the entire scope of work, phase-wise timelines for completion, technical know-how based on experience in solution/tool design and implementation in other completed projects, performance measurement metrices for which RFP Document is issued, customized to Bank's requirement.	**35%**

Technical Evaluation Criteria for Employee Assistance Programme (EAP)

Module I – Experience of the Bidder and Technical Methodology (35 Marks)

A. Experience of the Bidder (30 Marks)

Sl.	Evaluation Parameter	Marks	Documentary Evidence (Exhibit)	Scoring Criteria
1	Years of experience in EAP/Employee Wellbeing Services	4	Certificate of Incorporation	10+ yrs=4 7–10=3 5–7=2 3–5=1
2	Number of completed EAP assignments	4	Work Orders/Agreement/Client Certificates	10+=4 7–9=3 5–6=2 3–4=1
3	Experience with organisations having workforce above 10,000+ employees and feedback on the services provided by the SP.	5	Client Certificate	5+=5 3–4=3 2=2 1=1
5	Number of completed EAP assignments with PSU/Government organisations in last 3 years.	5	Completion Certificates	4+=5 2–3=3 1=0
6	24×7 counselling services experience	2	Client Certificate of atleast 2 clients, clearly providing satisfaction. (Client Feedback will also be taken on call by the Bank.)	Yes=2 No=0
7	Multilingual counselling capability	2	List of counsellors & Self Certification	12+ languages=2, 8–11=1, <8=0
8	Digital EAP Platform implementation experience	3	Proof of monthly active users for last 12 months of atleast 2 clients.	20,000+=3 10,000-20,000 =2 <10,000 =1
9	ISO 27001	1	Valid Certificate	ISO27001=1
10	Counsellors on payroll (permanent employee of the company)	4	List of counsellors & Self Certification	More than 100=4 Less than 100=0

B. Technical Methodology (5 Marks)

Sl.	Parameter	Marks	Exhibit	Scoring
1	Wellbeing campaigns & webinars	1	Annual Calendar	Comprehensive=1
2	Holistic Health Champion Programme & Early Career Programme	2	Programme Design	Comprehensive=2
3	Maternity & Parental Programme and Community Wellbeing Programme	2	Methodology	Comprehensive=2

Module II – Implementation Capability (30 Marks)

A. Project Team (8 Marks)

Sl.	Parameter	Marks	Exhibit	Scoring
1	Programme Director	2	CV	>10 yrs=2
2	Account Manager	2	CV	Excellent=2
3	Psychologists & Counsellors	2	CVs	Adequate=2
4	Technology Team	2	CVs	Adequate=2

B. Work Plan (10 Marks)

Sl.	Parameter	Marks	Exhibit	Scoring
1	Implementation Schedule	5	Gantt Chart	Excellent=5
2	Training & Awareness Plan	5	Training Calendar	Excellent=5

C. Service Delivery Capability (12 Marks)

Sl.	Parameter	Marks	Exhibit	Scoring
1	24×7 Contact Centre with specific no. for SBI employees	2	Infrastructure Details	Available=2

2	Pan India Referral Network, Video Counselling Infrastructure, Mobile Application Readiness, Analytics Dashboard and Business Continuity & Disaster Recovery.	10	Hospital/Partner List	Excellent (Outstanding)=9-10 Very Good (Strong) = 7-8 Good (Meet expectation) =5-6 Fair (Adequate)=3-4 Poor (does not meet expectation)= 0-2

Module III PROPOSED APPROACH, WORK PLAN AND METHODOLOGY (35 Marks)

Sl.	Parameter	Marks	Exhibit	Scoring
1	Quality of understanding of the scope of the work, key challenges of the Bank and its HR imperatives demonstrated in response to the RFP.	10	Bidder's presentation	Excellent (Outstanding)=9-10 Very Good (Strong) = 7-8 Good (Meet expectation) =5-6 Fair (Adequate)=3-4 Poor (does not meet expectation)= 0-2
2	Completeness & robustness of approach and methodology demonstrated. Video Counselling Infrastructure, Mobile Application Readiness and Analytics Dashboard.	25	Bidder's presentation	Excellent (Outstanding)=25-21 Very Good (Strong) = 16-20 Good (Meet expectation) =11-15 Fair (Adequate)= 6-10 Poor (does not meet expectation)= 0-5

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

Supporting Documents as mentioned in the technical criteria, which have already been provided to the Bank during the EOI stage, may not be submitted again. However, a list/index of already submitted documents in addition to new documents should be provided for reference and evaluation.

Proposed Team Profile & Key Resources

- The Bank will examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

DETAILS OF BID EVALUATION

Phase 1 – Technical Evaluation

- The Bank will set up a Selection Committee for evaluation of the Technical Bids submitted by the Bidders.
- After opening of the technical Bids and preliminary evaluation, all the Bidders will be asked to make presentations on the Services proposed to be offered by them.
- The technical proposals will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the Bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.
- The Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the overall scoring.
- Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to achieve the minimum technical score indicated in this document. The Technical proposals which are unsigned and incomplete shall not be evaluated.
- The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.
- Bidders scoring a minimum score of **60%** in each module of Technical Evaluation Module and an overall score of **70%** marks or above in the Technical Evaluation shall be declared technically qualified. The Financial Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- During evaluation and comparison of Bids, the Bank may, at its discretion, ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
- The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

- In the second phase, the Financial Bids of only those Bidders shall be evaluated who have qualified in the technical evaluation. The remaining Financial Bids, if any, shall not be opened.

- While the technical score carries a weight of **75%**, the commercial score carries a weight of **25%**.

- Any effort on the part of Bidder to influence the bid evaluation process or award of contract may result in the rejection of the bid.

Detailed Technical Proposal - Capability, Approach, Methodology and Work Plan

Bidders are requested to present the technical proposal with their approach, methodology in the form of presentation under following 5 sections:

1) Experience & Capability

Brief information on the Bidder's organizational set-up, size, and experience in Employee Assistance Program (EAP), expertise in the proposed work. Details of similar type of work undertaken for Indian Public Sector Banks / Private Sector Banks/ Financial Institutions. Bidder's international set- up and experience if any.

2) Understanding of Scope of work

Details of Bidder's understanding of the nature and scope of work and key issues related to scope of work involved, recommendations on efficient tools/solutions for execution of strategy.

3) Approach, Methodology and Work-plan

This should include details of overall approach to the areas listed in the RFP along with specific potential proposals / solution on each of these areas, covering the conceptualization, design and implementation stages, best practices from leading organizations and benchmarking. Submission should clearly articulate the deliverables at each stage of the work with key milestones and timelines and performance/success measurement metrices, technical know-how of design and implementation of solutions/tools based on prior experience from other completed projects. The Bidder should also explain why the methodology adopted is consistent with the objective of the project, and the specific objectives outlined for each pillar of the assignment.

4) Team Composition

This section should contain details of the team composition; key executives proposed in various stages of the project. Bidder should also provide the details of key experts and technical staff responsible for each of main disciplines of scope of work.

5) Implementation Plan

Bidder's plan and methodology for Implementation of the Employee Assistance Program. The bidder has to present their Service Delivery Capability and Information Security & Governance.
Name & Signature of Authorized Signatory **Seal of the Company**

Phase 2 – Financial Bid Evaluation

A. The Financial Bid will be opened only for those Bidders who have obtained a minimum score of **70%** in the technical evaluation. The format for quoting Financial Bid is set out in **Appendix F**.

B. The Financial Bid should consist of comprehensive cost for required services. Bidder, for different stages / types of services as mentioned in the Financial Bid.

Techno Commercial (TC) Evaluation:

The Criteria for Technical Evaluation and Commercial Evaluation will have a weightage of **75:25.** Bidders scoring **less than 70%** marks in the Technical Evaluation will not be considered for the selection process, and their Commercial Bids will not be opened.

The proposal with the Highest Weighted Combined Score (quality and cost / **TC1**) shall be selected.

In case of a tie between two or more Bidders for the Highest Total Combined Score, then the Bidder with **Highest Technical Score** amongst such Bidders shall be the successful Bidder.

Illustration:

i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of **75%** while Commercial Bids will be allotted weightage of **25%**.

ii. A combined score "**Score (S)"** will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of 25**%** for Commercial bid and 75% for Technical Bid according to the following formula:

$$Combined\ Score\ of\ A =< 75 >\times \frac{Technical\ Bid\ Score\ of\ A}{Highest\ Technical\ Score} +< 25 >\times \frac{Lowest\ Commercial\ Bid}{Commercial\ Bid\ of\ A}$$

The Bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked **TC – 1** followed by proposal securing lesser marks as **TC – 2, TC – 3** etc. **Bidder securing Highest Combined Marks and ranked TC – 1 shall be recommended for award of contract.** Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

Sr. No	Bidder	Technical Evaluation Marks(t)	Commercial Bid (f)	Weighted Technical score = {(t)/t highest} × 75	Weighted Commercial score = (f lowest / f) × 25	Score "S" out of 100
1	A	90	60	(90/90) X 75=75	(50/60) X 25=20.83	95.83
2	B	80	70	(80/90) X 75=66.66	(50/70) X 25=17.85	84.51
3	C	70	50	(70/90) X 75=58.33	(50/50) X 25=25	83.33

In the above example, "A" the Bidder with the highest score becomes the successful Bidder (TC-1).

Final Evaluation:

The commercials will be finalized among the shortlisted bidders who obtain **<70>% or more marks in technical evaluation.** The Final bidder will be selected on the basis of **TC -1** as given above. The Bidder securing highest combined marks (Technical score + Commercial score) and ranked **TC-1** shall be recommended for award of contract.

In case of tie between two or more Bidders for the highest total combined score, then the Bidder with highest technical score amongst such Bidders shall be the successful Bidder.

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX-D

BIDDER DETAILS

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address	
9.	Details for EMD Refund (applicable only if EMD is directly credited in designated account): a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX-E

PAYMENT SCHEDULE

The Scope of Work covers implementation, technology deployment, counselling services, governance, awareness, training, reporting, and continuous service delivery.

Phase	Key Elements of the Project	Key Objectives	Phase-wise Key Deliverables	Expected Outcome	Payment
Phase I – Project Initiation & Planning (0–30 Days)	Project mobilisation, governance framework, implementation planning	Establish project governance and implementation roadmap	• Kick-off meeting • Detailed Project Implementation Plan • Governance Structure • Deployment of Programme Director & Account Managers • Risk & Communication Plan	Project readiness and approved implementation plan	**10%**
Phase II – Platform Development & Integration (30–60 Days)	AI-enabled EAP platform, mobile application, HRMS integration, dashboard	Ensure digital infrastructure is operational	• Mobile App (Android/iOS/Web) • HRMS SSO Integration • Analytics Dashboard • Security & Privacy Compliance.	Fully functional EAP platform ready for launch	**15%**
Phase III – Service Readiness & Programme Launch (60-90 Days)	Counsellor onboarding, helpline, launch sessions, awareness campaign	Make all EAP services operational	• 24×7 Counselling Services • Crisis Helpline • Counsellor Network • Launch Sessions for Leadership, HR & Employees • Awareness Material	Successful launch with all services available	**15%**
Phase IV – Implementation & Stabilisation (90-120 Days)	Counselling services, webinars, wellbeing programmes, Champion Programme	Achieve stable service delivery across the Bank	• Webinars • Physical Wellness Activities • Early Career Programme • Holistic Health Champion Training	Stable utilisation of EAP with employee engagement	**20%**

			• Maternity & Parental Wellbeing Programme • Quarterly Awareness Campaign		
Phase V – Operational Service Delivery (6 Months)	Continuous counselling, crisis management, reporting, governance	Deliver services as per SLA	• Monthly & Quarterly Reports • Dashboard Updates • Quarterly Steering Committee Meetings • SLA Compliance Reports • Employee Satisfaction Reports	Achievement of agreed KPIs and SLA compliance	**20%**
Phase VI – Annual Performance Review (End of Year 1 and each subsequent year)	Performance evaluation and programme enhancement	Measure programme effectiveness and continuous improvement	• Annual Impact Assessment • Wellbeing Survey Analysis • Improvement Roadmap • Annual Report • Renewal Recommendations	Demonstrated improvement in employee wellbeing and programme effectiveness	**20%**

Key Project Elements

- Project mobilisation and governance
- AI-enabled EAP platform and HRMS integration
- 24×7 counselling and crisis intervention services
- Emotional, physical, financial and family wellbeing programmes
- Holistic Health Champion Programme
- Awareness campaigns, webinars and wellness activities
- Reporting, analytics and governance
- Data privacy, security and regulatory compliance
- Programme management and continuous improvement

Key Project Objectives

- Provide confidential and accessible well-being support to employees and eligible dependents.
- Promote preventive mental, emotional, physical and financial wellbeing.
- Ensure nationwide availability of EAP services through multiple channels.
- Improve employee engagement, resilience and productivity.
- Establish robust governance, monitoring and performance management.

- Ensure compliance with service levels, confidentiality and data privacy requirements.

Key Outcomes Expected

- Successful rollout of a comprehensive EAP across SBI.
- High employee awareness and utilisation of EAP services.
- Timely access to counselling and crisis intervention.
- Effective HRMS-integrated digital wellbeing platform.
- Measurable improvement in employee well-being indicators.
- High user satisfaction and SLA adherence.
- Actionable analytics for continuous programme enhancement.
- Compliance with all contractual, privacy and security requirements.

For a **3-year EAP managed service contract**, after completion of implementation in Year 1, the **2nd and 3rd year payments** should be entirely **performance-based**, linked to quarterly service delivery, SLA compliance, governance, and programme outcomes.

Quarterly Payment Schedule – Year 2 & Year 3

Quarter	Key Elements	Key Objectives	Key Deliverables	Expected Outcomes	Payment (% of Annual Contract Value)
Q1	Continuous EAP Operations	Ensure uninterrupted delivery of EAP services	• 24×7 counselling services • Crisis intervention services • Webinars and wellness sessions • Quarterly awareness campaign • Dashboard updates • Monthly & Quarterly Reports	SLA compliance, high employee utilisation, timely reporting	**25%**
Q2	Service Delivery & Employee	Strengthen employee participation and program	• Counselling across all channels • Holistic Health Champion activities • Early Career & Maternity Programmes	Increased employee engagement and satisfactory	**25%**

	Engagement	me effectiveness	• Physical wellness activities • Governance meetings and action tracker	service performance	
Q3	Programme Enhancement	Improve quality through analytics and feedback	• Quarterly awareness campaign • Wellbeing assessments • Digital wellness initiatives • Quarterly performance report • Corrective action implementation	Improved programme outcomes and adherence to KPIs	**25%**
Q4	Annual Performance Review & Continuous Improvement	Evaluate programme impact and plan enhancements	• Annual utilisation report • Annual wellbeing survey analysis • Annual impact assessment • Improvement roadmap • Annual governance review • Business continuity compliance	Achievement of annual KPIs and successful completion of contractual obligations	**25%**

Conditions for Release of Quarterly Payment

Payment for each quarter shall be released only upon:

1. Submission and acceptance of monthly and quarterly reports.
2. Achievement of agreed Service Level Agreements (SLAs) and Key Performance Indicators (KPIs).
3. Continuous availability of 24×7 counselling, crisis intervention, and digital platform services.
4. Completion of scheduled webinars, wellness programmes, awareness campaigns, and training sessions.
5. Successful conduct of Programme Steering Committee and Operational Review Meetings.
6. Submission of updated analytics dashboard and utilisation reports.
7. Compliance with data privacy, confidentiality, and information security requirements.
8. Closure of pending action items and implementation of corrective actions identified during governance reviews.

9. Submission of a quarterly performance certificate by the Service Provider.
10. Certification by the Bank's designated Project Manager/IR Department that all contractual obligations for the quarter have been satisfactorily fulfilled.

SCOPE OF WORK

1. Counselling and Support Services

The Service Provider shall provide individual holistic counselling and support services to eligible employees and only those dependants who are registered by the employee with the Bank and recognised as eligible beneficiaries, as per the Bank's applicable records and policy. The approximate number of employee strength of the Bank at the time of issuance of this RFP is 2.45 lakh. This figure is indicative and subject to change during the contract period. The successful bidder shall provide services to all eligible employees and registered eligible dependants as per the Bank's records prevailing from time to time.

Services shall be delivered through multiple access channels to ensure accessibility, confidentiality, timely support, and continuity of care for all eligible beneficiaries. The services shall be available on a 24x7x365 basis.

1.1. Access Channels

- Telephonic Counselling:
    a. The Service Provider shall maintain a 24x7x365 dedicated telephonic counselling helpline staffed by qualified and licensed holistic health professionals.
    b. Counselling services shall be available in English, Hindi, and other regional languages. Language-matched counsellors for regional Indian languages shall be provided upon request within twenty-four (24) hours of the request being raised.

- Video Counselling:
    a. The Service Provider shall provide secure video-based counselling, appointment of which shall be acknowledged immediately and confirmed within twenty-four (24) hours of receipt.

- Asynchronous Chat/Email:
    a. The Service Provider shall provide secure chat and email-based support channels for intake assessment, educational guidance, information dissemination, and post-counselling follow-up support.
    b. Such channels shall not replace counselling interventions where clinical support is required but shall serve as supplementary engagement and support mechanisms.

1.2 Specialised Counselling Domains

The following specialised domains shall be available through the platform and telephonic channels, each staffed by appropriately qualified practitioners:

a. **Nutrition and diet counselling:** individual consultations with qualified nutritionists and dieticians for preventive, promotive and therapeutic management, including lifestyle-disease, weight, and pre- and post-operative nutritional guidance. Practitioners shall hold a minimum of Master's degree in Dietetics, Nutrition, Food Science or a related discipline, with documentary evidence available on request.
b. **Financial wellbeing counselling:** confidential one-on-one sessions covering budgeting, debt management, savings and goal-setting, insurance literacy, financial resilience and pre-retirement financial transition. This is limited to financial education and awareness and shall not constitute regulated financial, investment, portfolio or wealth-management advice, or any service regulated by SEBI, RBI or any other authority.
c. **Substance-use and de-addiction support:** confidential assessment, brief intervention and signposting to specialist de-addiction services through the referral network, with appropriate follow-up.

1.3 Manager and Supervisory Referral Pathway

In addition to self-referral, the Service Provider shall operate a structured manager/supervisory referral pathway.

a. A defined route through which a reporting manager or HR functionary may refer an employee for support, with the employee's informed consent, in situations such as repeated absence, performance concern or workplace conflict.
b. A non-case-specific clinical guidance line through which managers and HR may seek guidance on supporting a distressed team member, without disclosing identifiable employee information.
c. No clinical content or case outcome shall be shared back with the referring manager; only attendance or engagement confirmation may be provided where the employee has consented.

1.4 Pan-India Webinar Programme

The Service Provider shall deliver a structured annual webinar programme aligned to an SBI-approved content calendar covering key wellbeing themes, including holistic health literacy, stress and burnout management, self-harm literacy, work-life balance, digital wellbeing, nutrition and sleep hygiene, maternal holistic health, substance use awareness, family life education, financial wellness, resilience, psychological first aid, reproductive health, and life skills.

a. Webinars shall be conducted in Hindi and English, with regional language sessions made available at least once every quarter.
b. All webinars shall be recorded and hosted on the EAP platform for a minimum period of thirty (30) days following the live session, with appropriate security and privacy safeguards.

c. Each webinar shall include structured pre- and post-session engagement mechanisms, such as reflection tools, self-assessments, learning exercises, or knowledge checks, to reinforce learning outcomes.
d. The Service Provider shall submit a session-wise report within five (5) working days of each webinar, covering registrations, attendance, participation metrics, participant feedback and satisfaction scores, and completion rates for pre- and post-session activities.

1.5 Counsellor Staffing Norms

The Service Provider shall maintain adequate counselling capacity to ensure timely, accessible, and high-quality support services across all covered employee populations.

a. The Service Provider shall maintain an adequate counsellor-to-covered-employee ratio throughout the contract period. The Service Provider shall deploy Counsellor as per Industry average to cover employees and their eligible dependents. The Bank may adjust this ratio during the contract based on utilisation trend.
b. All counsellors providing services under the programme shall possess, at a minimum, a master's degree in psychology (Clinical, Counselling, Applied Psychology, or equivalent) from a recognised institution.
c. The Service Provider shall ensure availability of counselling services in multiple Indian languages and maintain mechanisms for employee-to-counsellor language matching.
d. The Service Provider shall maintain adequate backup and surge capacity to ensure continuity of services during periods of high demand, employee leave, attrition, or unforeseen operational disruptions.

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1.6 Physical Wellbeing Activities

a. The selected Service Provider shall design, coordinate, and deliver a structured Physical Wellness and Preventive Health Activity Programme aimed at promoting physical health, stress management, resilience, and overall employee wellbeing across the Bank.
b. The Service Provider shall conduct physical wellness sessions facilitated by certified and suitably qualified instructors, including certified yoga instructors or other equivalent wellness professionals with demonstrated expertise in the relevant discipline.
c. The programme shall include a range of evidence-based physical wellbeing interventions, including but not limited to guided yoga sessions, Mindfulness-based movement practices, Stress-relief aerobics and physical activity sessions, Breathing and relaxation workshops; and, Other preventive health and wellness activities as approved by the Bank.
d. The Service Provider shall prepare an annual activity calendar and session plan in consultation with the Bank's Corporate Centre to ensure alignment

with organisational priorities, employee needs, and operational considerations.

e. Each activity shall be hosted at the Circle level and simultaneously made available through live broadcast or virtual streaming to employees located at other branches and offices within the respective Circle to maximise accessibility and participation.

f. The Service Provider shall maintain attendance records and participation metrics for all sessions and submit periodic reports to the Bank detailing activity conducted, attendance levels, participant feedback, and recommendations for enhancing employee engagement.

g. All wellness activities shall be inclusive, non-discriminatory, and designed to accommodate employees with varying levels of physical fitness and ability, with appropriate guidance on participation and safety precautions provided prior to commencement of each session.

1.7 Quarterly Wellbeing Awareness Campaign (Mela)

a. A minimum of two (02) wellbeing awareness campaign per quarter at a location identified by the Bank, designed to raise awareness across holistic, emotional, physical and financial wellbeing and to encourage proactive help-seeking.

b. Each campaign may include self-assessment or digital screening using validated tools; distribution of Information, Education and Communication (IEC) materials; promotion of the EAP (including QR codes and app links); opportunities to engage with counsellors and subject-matter experts; and interactive engagement formats such as street theatre (nukkad natak), interactive booths, peer-led sessions and gamified activities.

c. Participation data shall be integrated with the EAP analytics dashboard to enable monitoring of engagement, awareness and campaign reach.

2. Crisis and Emergency Response

The selected Service Provider shall establish and operate a dedicated Crisis Intervention and Emergency Response framework to provide immediate support for employees experiencing acute psychological distress, holistic health emergencies, or situations involving risk of harm to self or others.

a. A dedicated 24x7x365 crisis helpline shall be accessible through a toll-free number and single-tap access via the EAP application.

b. The Service Provider shall maintain a Self-Harm Prevention Protocol covering risk assessment, safety planning, crisis de-escalation, and emergency response activation where required.

c. Established referral pathways shall be maintained for psychiatrists, clinical psychologists, de-addiction specialists, hospitals, and emergency care providers to ensure continuity of care for high-risk cases.

d. For high-risk cases, the Service Provider shall conduct a minimum of three (3) structured follow-up contacts within thirty (30) days of the initial intervention. Notification to SBI HR shall be undertaken only in accordance with applicable law, consent requirements, and imminent-risk protocols.

e. Crisis support services shall be accessible across all employee locations, including rural and low-connectivity areas, through telephonic and other low-bandwidth support channels.

2.1. Critical Incident Stress Debriefing (CISD)

a. The Service Provider shall deploy CISD within 24–48 hours of qualifying critical incidents such as workplace fatality, robbery trauma, fraud-related distress, or natural disaster.

b. CISD deployment protocol and mobilisation plan must be submitted by the Service Provider at the contract stage.

2.2. Grief and Bereavement Support

a. The Service Provider shall provide structured counselling support for employees experiencing the loss of a colleague or an immediate family member.

b. Support must be made accessible through multi-modal means including telephonic, video, and in-person channels.

2.3 Emotional Crisis Identification and Intervention Training for HR Functionaries

a. The Service Provider shall conduct a minimum of three (3) emotional crisis identification and intervention training sessions annually for designated HR functionaries nominated by the Bank.

b. The training shall be based on recognised crisis-intervention and gatekeeper-training frameworks such as QPR, ASIST, or a NIMHANS-validated equivalent.

c. Sessions shall include practical learning elements such as case studies, role plays, and scenario-based discussions.

d. The programme shall equip participants to identify signs of severe emotional distress, risk of harm to self, and other high-risk wellbeing concerns, engage in supportive conversations, and activate appropriate referral and escalation pathways.

e. Certificates shall be issued to all participants upon completion of the training.

f. Attendance records and training reports shall be submitted to the Bank as part of the programme reporting framework.

3. Colony and Residential Community Wellbeing Programme

A significant proportion of employees reside in SBI staff colonies or residential communities. The Service Provider shall demonstrate capability to deliver family-

inclusive, community-based wellbeing interventions in these settings, on an optional, event-based basis.

a. Structured community-level wellbeing activities for employees and their families, promoting physical, holistic and emotional wellbeing, adapted by audience demographics, participation, local requirements and operational feasibility. Need for preventive measures may be informed by analysis of anonymised community medical and dispensary data.
b. Activities designed to include immediate family members — spouses, children, elderly dependants and caregivers — and to be age-appropriate, inclusive and relevant to diverse participant groups.
c. The Service Provider shall outline its approach to identifying and prioritising eligible communities in coordination with Circle HR and colony management, including programme planning, annual calendar, stakeholder engagement, communication strategy and on-ground logistics.

This shall be treated as an optional requirement. The Service Provider is required to submit separate commercial pricing for this component as a distinct line item for the Bank's evaluation and consideration.

4. Early Career Employee Wellbeing Programme

The Service Provider shall provide a structured engagement programme targeting employees in the first 3 years of their banking career, a period of increased role complexity, independent responsibility, and adjustment pressure.

4.1 Mandatory New Joiner Holistic Wellbeing Induction Module

The selected Service Provider shall design, develop, and deliver a mandatory Holistic Wellbeing Induction Module to be integrated into all induction programmes of the Bank. The objective of the module shall be to build awareness of holistic wellbeing, equip employees with practical self-care strategies, familiarise them with available support resources, and promote early help-seeking behaviours from the outset of employment.

a. Induction shall be delivered through live virtual instructor-led sessions (VILT)
b. The module shall be incorporated into the Bank's induction and onboarding programmes; the Service Provider shall maintain completion and assessment records and make such records available to the Bank for monitoring and compliance purposes.
c. The Service Provider shall periodically review and update the content of the induction module to ensure continued relevance, alignment with emerging wellbeing needs, and consistency with the Bank's wellbeing objectives and EAP framework.

4.2 Structured Wellbeing Check-In

a. The Service Provider shall design interventions aimed at promoting wellbeing awareness, fostering resilience, identifying emerging concerns, and creating opportunities for early support and intervention.

b. The Service Provider shall clearly describe the proposed engagement methodology, facilitation approach, frequency, participant grouping, delivery channels, and intervention design as part of its technical proposal.

c. Delivery models may include facilitated discussions, wellbeing circles, peer-support sessions, resilience workshops, group coaching interventions, guided reflection sessions, or other evidence-based engagement approaches appropriate for early-career employees.

4.3 Wellbeing Assessment

a. The Service Provider shall administer structured wellbeing assessments, self-check-in tools, or other evidence-based wellbeing screening mechanisms at appropriate points during the early-career employee lifecycle.

b. The purpose of such assessments shall be to support self-awareness, facilitate early identification of wellbeing concerns, and encourage timely utilisation of available support services.

c. Assessment tools shall be scientifically validated, culturally appropriate, and aligned with recognised wellbeing and holistic health assessment practices.

d. Employees shall receive individual feedback, guidance, and recommendations based on assessment outcomes, where applicable.

e. Under no circumstances shall individual-level assessment results, personally identifiable information, or employee-specific wellbeing data be disclosed to the Bank.

The Service Provider shall submit a detailed implementation framework for the Early-Career Employee Wellbeing Programme, including intervention design, engagement methodology, communication strategy, assessment approach, and reporting mechanisms.

Programme effectiveness, participation levels, utilisation trends, and aggregated wellbeing insights shall be reviewed periodically with the Bank as part of the overall EAP governance and performance management framework.

5. Maternity and Parental Wellbeing Programme

SBI recognises that maternity, paternity, childbirth, early parenthood, and return to work represent Maternity, paternity, childbirth, early parenthood and return to work are significant life stages. The Service Provider shall provide a structured twelve-month maternity and parental wellbeing programme delivered through individual counselling, facilitated group discussions, webinars, workshops and digital learning. The programme spans the phases below; rather than repeating a common list under each phase, the consolidated services apply across all phases as relevant.

Phases covered

a. **Pre-maternity:** preparing for a healthy, well-supported transition into maternity leave.

b. **During maternity leave:** an opt-in engagement programme that maintains support while respecting employee choice, privacy and circumstances.

c. **Post-maternity and return-to-work:** structured support for transition back to the workplace.

d. **Paternity and family-building:** extending support to employees availing paternity leave and those entering parenthood through adoption, surrogacy or other recognised pathways.

e. **Menopausal wellbeing:** support for employees experiencing perimenopause, menopause and post-menopause to promote wellbeing, inclusion and sustained workplace participation.

Consolidated services across phases

a. Emotional preparedness and adjustment support; stress, anxiety, sleep and fatigue management; workload-transition and expectation-setting; rebuilding workplace confidence; and management of competing personal and professional responsibilities.

b. Access to relevant educational resources and wellbeing content addressing the physical, emotional and psychosocial aspects of each stage, including guidance on managing menopause-related symptoms and reducing stigma.

c. Access to confidential counselling, coaching, moderated peer-support communities and expert guidance, with participation entirely voluntary and structured to accommodate varying needs.

6 Holistic Health Champion Program

The Holistic Health Champion Programme builds distributed, peer-level capacity for early identification, de-stigmatisation, and referral across SBI's Administrative Office network. Champions function as institutional gatekeepers, they do not substitute for clinical services but serve as the human bridge between an employee in distress and the formal EAP.

6.1 Champion Certification

a. The programme shall target certification of Holistic Health Champions across Administrative Offices (AO), who will be required to undergo training delivered through live virtual instructor-led sessions (VILT) covering, at a minimum, recognising signs of distress, conducting safe and supportive conversations, referral protocols, and self-care practices for champions, to obtain certification.

b. The Service Provider shall ensure certification of at least five (5) Champions per AO within six (6) months of programme commencement.

6.2 Champion Enablement Kit

The Service Provider shall provide each certified Holistic Health Champion with a standardised enablement kit comprising:

a. A role-brief outlining responsibilities, expected conduct, ethical boundaries, confidentiality requirements, and limitations of the Champion role.

b. A referral guide detailing available EAP services and access channels.

c. Access to a dedicated, non-case-specific clinical guidance channel managed by the Service Provider's clinical team, with a response commitment of no more than forty-eight (48) hours.

6.3 Champion Community and Ongoing Support

a. The Service Provider shall facilitate peer-learning and experience-sharing forums for certified Champions. These forums shall be facilitated by qualified members of the Service Provider's clinical team and shall focus on knowledge reinforcement, sharing of good practices, and capability enhancement.

b. The Service Provider shall describe its proposed Champion coverage model, indicative Champion-to-employee ratios, deployment philosophy, and sustainability approach as part of the technical proposal.

7 Social and Community Wellbeing

7.1 Peer Support Networks (Social and Community Wellbeing)

a. The Service Provider may facilitate structured peer-support forums for specific cohorts, including new mothers returning to work, employees in their first rural or independent posting, employees having children with special needs, and other employee groups identified by the Bank.

b. The programme may include moderated discussion groups, peer-learning circles, community forums, and other non-clinical engagement formats designed to encourage connection and shared learning.

c. All peer-support initiatives shall have defined governance mechanisms, participation guidelines, and moderation protocols to ensure that discussions remain respectful, supportive, and within defined boundaries.

d. Such forums shall complement, and not replace, formal counselling, coaching, or clinical support services available under the EAP.

7.2 Elder Care Support

The selected Service Provider shall demonstrate the capability to provide wellbeing support for employees managing caregiving responsibilities for ageing parents, elderly dependants, or other family members requiring care and support.

a. Elder care support may include access to counselling services, informational resources, practical caregiving guidance, emotional support, and referral pathways to relevant community or professional support services.
b. Elder care support services shall be integrated within the broader wellbeing framework and made accessible through existing EAP channels, including telephonic, digital, and counselling support platforms.
c. The Service Provider shall describe its proposed elder care support model, resources, and referral mechanisms as part of its technical proposal.

7.3 Life-Stage Transition Support

The scope shall also include dedicated support for employees who are within three (3) years of retirement, including retirement transition counselling, emotional preparedness support, lifestyle adjustment guidance, and financial awareness interventions.

8 Digital Wellness

The Service Provider will have to support digital wellness and healthy habit formation through non-clinical engagement formats that encourage everyday wellbeing behaviours in an accessible and motivating manner.

a. The application shall support digitally enabled gamified wellbeing challenges designed to encourage healthy habits and sustained behaviour change.
b. Challenges may focus on areas such as physical activity, hydration, nutrition, sleep hygiene, mindfulness, stress management, screen-time management, financial wellbeing, and other relevant wellbeing themes.
c. Participation may be structured at individual, team, branch, department, AO, Circle, or enterprise-wide levels and may include leaderboards, badges, milestones, progress tracking, team competitions, and recognition mechanisms.
d. The platform shall support themed campaigns linked to organisational priorities and key wellbeing observance days.
e. For social and interactive wellbeing experiences, platform shall host team-based challenges, wellbeing pledges, peer recognition, wellbeing ambassador initiatives, digital wellness bingo, scavenger hunts, quizzes, polls, storytelling campaigns, virtual wellbeing rooms, and employee-generated wellbeing content.
f. Challenges shall incorporate behavioural science principles such as goal setting, reminders, habit tracking, positive reinforcement, and social accountability to promote sustained engagement.

g. The Service Provider shall provide dashboards and reports on participation, engagement levels, challenge completion rates, content utilisation, campaign effectiveness, and wellbeing trends.

9 Digital Access and Employee Interface

9.1 EAP Application

The service provider shall provide a dedicated, AI-enabled EAP application with the following mandatory features:

9.1.1 Platform and Accessibility

a. The EAP application shall be available on Android, iOS, and web platforms and shall be optimised for low-bandwidth environments.

b. The application shall be designed for ease of use, inclusivity and accessibility, including for employees with varying levels of digital literacy and those using basic mobile devices.

c. The Service Provider shall provide a dedicated, AI-enabled EAP application exclusively for the Bank's eligible employees and registered eligible dependants. The application shall be fully customisable to meet the Bank's evolving operational, branding, security, compliance and reporting requirements throughout the contract period. Any customisation or enhancement required by the Bank shall be implemented by the Service Provider within mutually agreed timelines without adversely affecting the continuity or quality of services.

9.1.2 Core Features

The application shall include, at a minimum, the following functionalities:

a. AI-driven personalisation of wellbeing content, resource recommendations, and support pathways.

b. Online booking and scheduling of therapist-led counselling sessions across telephonic, video, and chat-based modalities.

c. Psychiatrist booking, post-recommendation from the psychologist, should be made available.

d. Single-tap access to a 24x7 crisis helpline, including emergency escalation pathways for high-risk situations.

e. A digital self-help library comprising curated articles, videos, guided exercises, podcasts, meditation tools, and other evidence-based wellbeing resources, updated at least quarterly.

f. A feature enabling employees to track emotional and physical well-being daily and receive personalised guidance and resources.

g. A wellness calendar supporting registration for webinars, awareness campaigns, training programmes, and wellbeing activities.

h. Dedicated modules for financial wellness education and new-joiner wellbeing induction in self-paced digital formats.

i. A comprehensive assessment framework comprising of validated psychological, behavioural, and wellbeing assessment tools validated for Indian populations shall be utilised.

The Service Provider shall administer an annual survey designed specifically for employees targeted for holistic well-being and provide aggregated reporting at Circle, Administrative Office (AO), and organisational levels.

No individual-level assessment responses or personally identifiable information shall be shared with the Bank.

9.2 Analytics, Reporting and Dashboard

9.2.1 Centralised Programme Analytics Dashboard

The selected Service Provider shall provide a secure, role-based, centralised analytics dashboard to enable ongoing monitoring of programme utilisation, engagement, and wellbeing trends across the Bank.

a. The dashboard shall be accessible to authorised SBI stakeholders and provide near real-time reporting with at least weekly data refreshes.

b. Dashboard functionality, reporting logic, and user access protocols shall be documented and shared with the Bank as part of the implementation plan.

c. At a minimum, the dashboard shall display programme utilisation trends, counselling volumes and modalities, wellbeing assessment trends, participation metrics for wellbeing interventions, Holistic Health Champion metrics, crisis intervention volumes, and employee feedback scores, with the possibility of adding more metrics as required by the Bank.

d. Historical programme data shall be retained and accessible for a minimum period of three (3) years.

e. The dashboard data shall be aggregated and anonymised. No personally identifiable information, counselling records, or individual-level wellbeing data shall be displayed.

9.2.2 Reporting Cadence

a. The EAP provider shall provide dedicated Manager / Authorized personnel along with a technical manager exclusively for the Bank at CC to oversee the program's implementation and offer ongoing support.

b. The Service Provider shall provide monthly, quarterly, and annual programme reports to support governance, performance monitoring, and continuous improvement of the EAP.

c. Utilisation Reports shall provide relevant segmentation across Bank-defined dimensions, including staff category, age group, designation/scale, geography, tenure, business unit/vertical, and other relevant cuts. Reporting views shall also be made available at appropriate organisational levels, including RO, AO, LHO, Corporate Centre, and such other levels as specified by the Bank. All reports shall be submitted in aggregated and anonymised formats and shall not contain any personally identifiable information or individual counselling data.

d. Monthly reports shall include utilisation metrics, service delivery volumes, access channel trends, appointment tracker for all types of services and SLA performance, and shall be submitted by the 7th day of the following month.

e. Quarterly and annual reports shall include programme outcomes, engagement trends, participant feedback insights, wellbeing indicators, geographic utilisation analysis, benchmarking, key risks/issues, and recommendations for programme enhancement.

f. The Service Provider shall provide ad hoc reports, management dashboards, and analyses as reasonably requested by the Bank to support governance reviews, leadership reporting, audits, regulatory requirements, and programme evaluation activities.

9.3 HRMS Integration

The EAP application shall be accessible directly from within the Bank's HRMS as an embedded application — through an in-HRMS tile, menu item or deep link — so that an employee can launch the EAP from the system they already use daily, without a separate registration or a second set of credentials. Integration shall be implemented subject to the Bank's information-security, privacy and data-governance approvals.

a. Authentication shall be by Single Sign-On (SSO) against the Bank's identity provider, so that an employee authenticated to HRMS is admitted to the EAP without re-entering credentials. The SSO assertion shall carry the minimum identity attributes necessary

b. Eligibility synchronisation: the employee and eligible-dependant master shall be synchronised to keep entitlement current as joiners, movers and leavers change, with only the minimum personally identifiable information carried in the SSO assertion

c. Embedded access shall function on both the HRMS desktop and mobile application and shall not require a separate device or installation step beyond the HRMS the employee already uses.

d. The EAP application shall allow API based integration with HRMS for login authentication.

Under no circumstances shall individual counselling records, assessment results, wellbeing information, case notes, utilisation details or other personal health or counselling-related data be written back to, stored within, or made accessible through the HRMS.

10 Confidentiality, Data Privacy, and Vendor Governance

10.1 Governance Structure

The selected Service Provider shall establish and participate in a structured governance framework to support effective oversight, performance monitoring, decision-making, and continuous improvement of the Employee Assistance Programme (EAP).

Operational Review Meeting

a. The Service Provider shall participate in monthly operational review meetings with the Bank.
b. Meetings shall be attended by the Bank's designated Programme Manager and the Service Provider's Account Manager, along with other relevant stakeholders where required.

Governance Documentation and Action Tracking

a. Minutes of Meeting (MoM) for all governance forums shall be prepared and circulated to relevant stakeholders within five (5) working days of the meeting.
b. The Service Provider shall maintain a consolidated action tracker capturing decisions, responsibilities, timelines, status updates, and closure actions arising from governance discussions.
c. Open action items shall be reviewed at subsequent governance meetings until formally closed.

Service-Level Agreements

a. The Service Provider shall adhere to the SLAs as defined by the Bank and the regulators, breaches of which shall attract penalties as decided by the Bank.

Contract Tenure and Performance Review

a. The engagement shall be for an initial period of three (3) years, subject to annual performance review by the Bank. Based on satisfactory performance, continued business requirement, adherence to agreed service levels, and at the sole discretion of the Bank, the engagement may be extended for a further period, up to a maximum total tenure of five (5) years.

10.2 Confidentiality and Data Privacy

The selected Service Provider shall maintain the highest standards of confidentiality, privacy, and information security in the delivery of all services under the Employee Assistance Programme (EAP).

a. Individual-level counselling information, including session content, case notes, attendance records, utilisation details, assessment responses, or any other personally identifiable wellbeing data, shall not be disclosed to the Bank, its management, HR representatives, or any third party under any circumstances, except where disclosure is required by applicable law or where there exists an imminent risk to life, safety, or serious harm.

b. All programme analytics, reports, dashboards, and management information shared with the Bank shall be aggregated, de-identified, and non-attributable to individual employees.

c. The Service Provider shall comply with all applicable data protection, privacy, and information security requirements, including the provisions of the Digital Personal Data Protection Act, 2023 (DPDP Act), and any amendments thereto.

d. A detailed Data Privacy and Confidentiality Charter outlining privacy principles, consent management processes, confidentiality safeguards, data handling protocols, and escalation procedures shall be submitted as part of the technical proposal.

e. The Service Provider shall possess and maintain a valid ISO 27001 certification throughout the contract period and shall submit documentary evidence of such certification at the time of contract execution and upon renewal, if applicable.

f. The Service Provider shall describe, as part of its proposal, the governance framework, data lifecycle management processes, data flow architecture, access control mechanisms, encryption standards, audit controls, and other safeguards implemented to ensure confidentiality and information security across all programme operations.

g. The Bank reserves the right to seek additional information, conduct audits, or require independent assurance regarding compliance with confidentiality, privacy, and information security obligations during the contract period.

10.3 Dedicated Programme Management Team

The selected Service Provider shall deploy a dedicated programme management team to oversee implementation, service delivery, stakeholder engagement, governance, and operational management of the Employee Assistance Programme (EAP) for the Bank.

a. The proposed team shall include, at a minimum:

   I. Programme Director with a minimum of ten (10) years of experience in EAP, employee wellbeing, behavioural health, or related domains, serving as the senior escalation point and primary accountability owner for the Bank. The Programme Director shall be deployed at the Corporate Centre (CC) and shall work in close coordination with the HR Department to

support programme governance, stakeholder alignment, and strategic oversight. He or she shall serve as the primary interface with the HR Department."

II. Account Managers dedicated to the Bank engagement, responsible for day-to-day programme management, stakeholder coordination, service delivery oversight, and SLA compliance.

b. The Service Provider shall disclose the proposed team structure, reporting relationships, and named personnel as part of its technical proposal. Detailed curriculum vitae (CVs) of all key personnel proposed for the engagement shall be submitted at the proposal stage.

c. Any replacement of key personnel during the contract period shall be subject to prior notification to, and approval by, the Bank.

10.4 Implementation, Transition-Out and Exit

a. **Implementation:** the Service Provider shall submit an implementation and onboarding plan covering platform configuration, integration, content readiness, counsellor mobilisation and launch within a defined timeline from award.

b. **Transition-out and exit:** on expiry or termination, the Service Provider shall provide orderly transition support and knowledge transfer, and shall furnish a Data Wipe-Out / Data Deletion Certificate for all Bank and employee data, in line with.

c. **Continuation of Ongoing Counselling Cases:** The service Provider shall ensure continuity of care for all employees and their dependents undergoing counselling at the time of expiry or termination of the Contract by securely transferring the relevant counselling record, with the employee's explicit consent, to the successor service provider designated by the Bank, so as to avoid any disruption in ongoing treatment.

Annexure:

Programme Launch Sessions

The service provider shall deliver structured launch sessions within 90 days of programme commencement:

Target Audience	Minimum Sessions	Objective
Senior Leadership (DGM and above)	2	Build awareness of the strategic importance of employee wellbeing and holistic health, reinforce leadership's role in fostering a psychologically safe workplace, and promote organisational commitment to EAP adoption and help-seeking behaviours.
HR Functionaries, Members from HR department and Reporting Managers	5	Equip participants with an understanding of employee wellbeing, referral protocols, manager responsibilities, and effective navigation and promotion of EAP services.
Employees	18	Introduce the EAP, increase awareness of available support services, reinforce confidentiality safeguards, and facilitate onboarding to the EAP platform and application.

Sessions shall be delivered through accessible formats and shall include opportunities for participant interaction, demonstrations, and question-and-answer discussions to encourage engagement and improve understanding of the Programme.

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX-F

COMMERCIAL / PRICE BID

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

Name of the Bidder:

Commercial/Price Bid (in INR)	
Annual Charges for providing Employee Assistance Program (EAP) Services as per the Scope of Work. Fee (In Figures and Words exclusive of applicable Taxes)	
Applicable GST(%) (to be indicated separately)	
Grand Total (Inclusive of GST)	

Declaration:

- The above price is inclusive of all costs associated with providing the services under the Scope of Work, including implementation, onboarding, platform access, counselling services, reporting, training, account management, travel, manpower, documentation, licenses, support and all other incidental expenses, except GST.
- To be submitted separately on the Applicant firms letterhead signed by the authorized signatory
- The Price Bid should not include any conditions attached to it and any such conditional Indicative Price Bid shall be liable for rejection. The Price Bid must be quoted in Indian Rupees only.

Dated this ..... day of 20

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX–G

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____2026 by _____ (Name of the Bank) _____ having its Registered Office at _____and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at_____(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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/IR(HR)/RFP/2026-27/01 dated 28.07.2026.

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 up to_____

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

_____
(Authorized Official)

APPENDIX–H

PENALTIES

A sum equivalent to 0.5% of the total work order cost for delay of each week or part there of maximum up to to 5% of total work order price. Once the maximum is reached, SBI may consider termination of the contract pursuant to the conditions of contract/RFP.

APPENDIX- I

SERVICE LEVEL AGREEMENT

AGREEMENT FOR PROVIDING EMPLOYEE ASSISTANCE PROGRAM

BETWEEN

STATE BANK OF INDIA

AND

_____

Date of Commencement _____

Date of Expiry _____

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 _____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_____;

(ii) _____;

(iii) _____; 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_____ dated_____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, 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. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.

1.2 INTERPRETATION

In construing the Agreement:

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

2 COMMENCEMENT & TERM

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

2.2 This Agreement shall be in force for a period _____ month(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- I** 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) 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.

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 III** 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 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.

6.7 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 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 II** ("**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 II**.

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 invoices.

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. _____ <*insert tax payable by the Bank*> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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.

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.

[1] Please determine the applicability of the taxes.

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 Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider integrates any work that was previously created by the Service Provider into any Work Product, the Service Provider 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

As per the scope of this RFP, 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 0.5 % of the total Project Cost for delay of each week or part there of maximum up to 5 % 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. _____ (5% OF Contract amount) valid for a period of _____ year(s) _____ 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 **RFP** in respect of any delay beyond the permitted period in providing the Services.

13.6 No penalty/ liquidated damages 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.

21.4.5 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.

21.4.6 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

0.1 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.

0.2 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:

0.2.1 This Agreement.
0.2.2 Annexure of Agreement.
0.2.3 Purchase Order No._____ dated _____; and
0.2.4 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 I

Service Provider's Scope of Work, Deliverables and Timelines Scope-

As per Appendix E of the Document

ANNEXURE II

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:

ANNEXURE III

List of Members of the Service Provider Team

Sr. No.	Name	Designation	Role
Core Service Provider Team			
1			
2			
4			
5			

Annexure IV

Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

1. Objective

This Annexure defines the minimum Service Levels, Key Performance Indicators (KPIs), monitoring mechanism, reporting requirements, and applicable service credits/penalties for the Employee Assistance Programme (EAP). The Service Provider shall ensure compliance with the prescribed service levels throughout the Contract Period. The Bank reserves the right to review and revise the SLA parameters during the currency of the contract based on operational requirements and service utilisation trends.

2. Key Performance Indicators

S. No.	KPI	Service Level Requirement	Measurement Frequency	Evidence / Reporting	Service Credit / Penalty
1	Platform Availability	Minimum **99% monthly uptime**, excluding scheduled maintenance approved by the Bank	Monthly	System uptime logs	Below 99% and upto 90 % : 0.25% of quarterly payment for every 1 % shortfall, subject to maximum 2% Below 90% and upto 80% : 0.5% of quarterly payment for every 1 % shortfall, subject to maximum 3%. Below 80% : 1% of quarterly payment for every 1 % shortfall, subject to maximum 5%.
2	Toll-Free Helpline Availability	24×7×365 availability and Minimum **90% of incoming calls answered within 60**	Monthly	Call centre reports and Call logs	From 89.99% to 80% : 0.25% of quarterly

	and Call Response Time	**seconds and unanswered call to be reverted back in 15 minutes.**			payment for every 1 % shortfall, subject to maximum 2%. Below 79.99% : 0.5% of quarterly payment for every 1 % shortfall, subject to maximum 5%.
3	Appointment Scheduling and Counselling Session Availability	At least **95% of counselling appointments confirmed within 24 hours.** Routine counselling appointment to be offered within **three (3) working days** of request	Monthly	Appointment management reports	Below 99% and upto 90 % : 0.25% of quarterly payment for every 1 % shortfall, subject to maximum 2% Below 90% and upto 80% : 0.5% of quarterly payment for every 1 % shortfall, subject to maximum 3%. Below 80% : 1% of quarterly payment for every 1 % shortfall, subject to maximum 5%.
4	User Satisfaction	Average feedback rating of **4.0 out of 5** or above	Quarterly	Anonymous feedback reports	CAP(Corrective Action Plan) if below target for two consecutive quarters.
5	Data Security Compliance and Confidentiality	100% compliance with applicable laws, RBI guidelines, DPDP Act, and Bank Information Security requirements.	Continuous	Audit reports and Incident reports	Material breach; Bank reserves right to impose penalties and/or terminate the contract.

		Zero unauthorized disclosure of employee information			
6	Business Continuity & Disaster Recovery	Recovery Time Objective (RTO): 4 hours; Recovery Point Objective (RPO): 1 hour	Annual / Incident-based	DR drill reports	Material breach if not achieved.
7	Creation and maintenance of comprehensive dashboard	The Service Provider shall provide and maintain a secure , role-based, real-time dashboard for authorised Bank Officials, capturing EAP utilisation, SLA compliance, case trends, response timelines, service performance, anonymised analyticsand management reports. The dashboard shall be updated regularly and remain accessible throughout the contract period. Dashboard availability of **99%** or above, with **100%** accuracy of data and monthly updates. All agreed reports shall be available within the prescribed timelines.	Continuous monitoring with Monthly MIS and Quarterly Business Review (QBR).	• Online access to the dashboard for authorised Bank officials. • Monthly MIS reports. • Quarterly Business Review (QBR) presentations. • Dashboard uptime and availability reports. • SLA compliance reports. • User satisfaction survey reports (aggregated and anonymised). • Audit logs and security/compliance reports. • Analytics and trend reports. • Corrective Action Plan (CAP) reports, wherever applicable.	**Dashboard availability below 99% and up to 95%:** 0.25% of the quarterly payment for every 1% shortfall (maximum 2%). **Below 95%:** 0.50% of the quarterly payment for every 1% shortfall (maximum 5%). Failure to submit monthly/QBR reports within the stipulated timeline: **0.10% of the quarterly payment per delayed report**, subject to the overall cap on service credits specified in the SLA.

3.Performance Monitoring

The Bank shall monitor the Service Provider's performance through:

- Monthly MIS reports.
- Quarterly Business Review (QBR) meetings.
- User feedback and satisfaction surveys.
- Audit reports.
- Security and compliance reviews reports.
- Random quality assurance checks.
- Performance dashboards and analytics.

4. Service Credits

- Failure to meet the prescribed SLA parameters may attract service credits or financial deductions.
- Unless otherwise specified, the Bank may levy a deduction of **0.10% of the applicable quarterly payment for each measurable SLA breach**, subject to a maximum aggregate deduction of **10% of the quarterly payment**.
- Service credits shall not relieve the Service Provider of its contractual obligations.

5. Corrective Action Plan (CAP)

Where the Service Provider fails to achieve any KPI for **two consecutive reporting periods**, the Service Provider shall:

- Submit a Root Cause Analysis (RCA) within **five (5) working days**.
- Submit a Corrective Action Plan (CAP) within **ten (10) working days**.
- Implement corrective measures within timelines approved by the Bank.

6. Material SLA Breach

The following shall constitute material breach of the Contract:

- Data breach or confidentiality violation.
- Repeated failure to meet critical SLA parameters.
- Failure to provide crisis intervention services.
- Misrepresentation of performance reports.
- Persistent non-compliance despite issuance of CAP.

The Bank reserves the right to invoke contractual remedies, including imposition of penalties, suspension of payments, or termination of the Contract, in accordance with the terms of the Agreement.

APPENDIX–J

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between: State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 through its _____ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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

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

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

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances

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

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

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

2. **Restrictions**

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

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

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

i. the statutory auditors of the either party and

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

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

3. **Rights and Remedies**

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

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

c)Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other

rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

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

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

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

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

work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

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

(f) This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

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

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

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

5. **Suggestions and Feedback**

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

herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

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

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

APPENDIX–K

PRE -BID QUERY FORMAT
(To be provided strictly in Excel format)

Vendor Name:

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

APPENDIX–L

FORMAT FOR SUBMISSION OF CLIENT REFERENCES

[on Bidder's letterhead]

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX–M

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

General
This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made
on day of the month of 20____ , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its _____
Department / Office at Global IT Center at CBD Belapur, 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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

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

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

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

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

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

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

1. **Commitments of the BUYER**

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

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

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

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

2. **Commitments of BIDDERs**

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

2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

3. **Previous Transgression**

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

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

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

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any

such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

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

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

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

5. **Sanctions for Violations**

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

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

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

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

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

with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

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

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

6. **Fall Clause**

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

refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. **Independent Monitors**

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

Shri Satyajit Mohanty satyajitmohanty88@gmail.com	Smt. Rashmi Verma rashmi.naveenverma@gmail.com

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

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

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

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

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

8. **Facilitation of Investigation**

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

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

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

11. **Validity**

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

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

12. The parties hereby sign this Integrity Pact at on

For BUYER	For BIDDER
Name of the Officer:	Chief Executive Officer/ Authorized Signatory
Designation:	Designation:
Office / Department / Branch:	Department:
State Bank of India	Company Name:
Witness	Witness
1.	1.

2. 2.

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

APPENDIX-N

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

EMD BANK GUARANTEE FOR
<NAME OF SERVICES> TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO. SBI/IR(HR)/RFP/2026-27/01 DATED 28.07.2026

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

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

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

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs._____/- (Rupees _____ Only) as aforesaid shall

be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and not-withstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

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

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

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

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

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under

this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

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

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

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

Yours faithfully,

For and on behalf of

Authorized official of the bank

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

APPENDIX-O

CERTIFICATE OF LOCAL CONTENT

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

Date:

To,

_____
_____
_____

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

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

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

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:

Bidder

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX–P

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

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

Name & Signature of Authorized Signatory **Seal of the Company**

APPENDIX-Q

DATA PROCESSING AGREEMENT

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

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

And

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

WHEREAS:

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

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

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

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

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

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

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

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

1.1.3 “Client” means a customer of State Bank of India.

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

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

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

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

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

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

1.1.10 "EEA" means the European Economic Area.

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

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

1.1.13 "Data Transfer" means:

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

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

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

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

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

1.1.17 “Personnel” means the personnel of the Processor, Subcontractors and Sub processors who provide the applicable Services; and

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

2. Processing of Personal Data:

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

2.2 Processor shall:

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

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

3. PROCESSOR OBLIGATIONS:

3.1 **Processor Personnel:**

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

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

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

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

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

3.2 **Security:**

3.2.1 Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in

Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

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

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

3.3 **Sub-Processing:**

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

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

3.4 **Data Subject Rights:**

Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such

requests shall be addressed to and be considered by State Bank of India responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3. 4.1Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

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

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

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

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

3.5 Personal Data Breach:

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

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

3.6 Data Protection Impact Assessment and Prior Consultation:

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

Data by and taking into account the nature of the Processing and information available to, the Processors.

3.7 Deletion or return of Personal Data:

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

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

3.8 Audit Rights:

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

3.9 Data Transfer:

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

3.10 Records:

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

3.11 Notify:

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

3.12 Agreement Termination:

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

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

State Bank of India shall:

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

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

5. **General Terms:**

5.1 Confidentiality:

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

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

5.2 Notices:

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

5.3 Governing Law and Jurisdiction:

5.3.1This Agreement is governed by the laws of INDIA.

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

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

For State Bank of India
Signature _____
Name _____
Title _____
Date Signed _____

For Processor M/s
Signature _____
Name _____
Title _____
Date Signed _____

SCHEDULE 1

1.1 Services

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

SCHEDULE 2

Personal Data

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

SCHEDULE 3

Technical and Organisational Data Protection Measures

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

1.1. the nature of the Personal Data; and

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

2. In particular, the Processor shall:

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

2.1.1. defines security needs based on a risk assessment.

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

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

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

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

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

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

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper

records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

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

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

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

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

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

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

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

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

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

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

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
1	Whether the Processor has Information security policy in place with periodic reviews?			
2	Whether the Processor has	a. Business Continuity Management		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	operational processes with periodic review, including but not limited to:	b. Backup management		
		c. Desktop/system/server/network device hardening with baseline controls		
		d. Patch Management		
		e. Port Management Media Movement		
		f. Log Management		
		g. Personnel Security		
		h. Physical Security		
		i. Internal security assessment processes		
3	Whether a proper documented Change Management process has been instituted by the Processor?			
4	Whether the Processor has a documented policy and process of Incident management /response?			
5	Whether the Processor's environment is suitably protected from external threats by way of:	a. Firewall		
		b. WAF		
		c. IDS/IPS		
		d. AD		
		e. AV		
		f. NAC		
		g. DLP		
		h. Any other technology		
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?			
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?			
8	Whether proper log generation, storage, management and analysis happens for the Processor application?			

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
9	Is the Processor maintaining all logs for forensic readiness related to:	a. Web		
		b. Application		
		c. DB		
		d. Configuration		
		e. User access		
10	Whether the Processor maintains logs for privileged access to their critical systems?			
11	Whether privilege access to the Processor environment is permitted from internet?			
12	Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?			
13	Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?			
14	Whether Processor has deployed secure environments for their applications for:	a. Production		
		b. Disaster recovery		
		c. Testing environments		
15	Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:	a. Web		
		b. App		
		c. DB		
		d. Critical applications		
		e. Non-Critical applications		
		f. UAT		
16	Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?			
17	Whether Internet access is permitted on:	a. Internal servers		
		b. Database servers		
		c. Any other servers		

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
18	Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?		
19	Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?		
20	Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?		
21	Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?		
22	Whether the Processor has deployed any open source or free software in their environment?		
	If yes, whether security review has been done for such software?		
23	Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?		
24	Whether the data shared with the Processor is of sensitive nature?		
25	Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?		
26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)		
27	Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?		
28	Whether the Processor is required to store the data owned by State Bank?		
29	Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?		
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?		
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
32	Whether the Processor is required to share SBI specific data to any other party for any purpose?			
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?			
34	Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?			
	If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.			
35	Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act?			
36	Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?			
37	Whether the SLA/agreement between SBI and the Processor contains these clauses:	a. Right to Audit to SBI with scope defined		
		b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.		
		c. Right to recall data by SBI.		
		d. Regulatory and Statutory compliance at vendor site. Special emphasis on		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
		section 43A of IT Act 2000 apart from others.		
		e. Availability of Compensation clause in case of any data breach or incident resulting in 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.		

Glossary of Abbreviations/Terms used in RFP

S No	Abbreviations /Terms	Definitions
1	SBI	State Bank of India
2	AI	Artificial Intelligence
3	ATS	Applicant Tracking System
4	BFSI	Banking Financial Services and Insurance
5	C&AG	Comptroller and Auditor General
6	CVC	Central Vigilance Commission
7	EAP	Employee Assistance Program
8	EASE	Enhanced Access and Service Excellence
9	ELC	Employee Life Cycle
10	ELCM	Employee Life Cycle Management
11	EMD	Earnest Money Deposit
12	EOI	Expression of Interest
13	EVP	Employee Value Proposition
14	HR	Human Resources
15	HRMS	Human Resource Management System
16	IBA	Indian Banks' Association
17	KRA	Key Responsibility Area
18	MIS	Management Information System
19	MSE	Micro & Small Enterprises
20	OKR	Objective Key Result
21	PMS	Performance Management System
22	RBI	Reserve Bank of India
23	RFP	Request for Proposal
24	KPI	Key Performance Indicator
25	NDA	Non -Disclosure Agreement