REQUEST FOR PROPOSAL
FOR
PROCUREMENT, INSTALLATION, SETUP AND MAINTENANCE OF
ENTERPRISE ARCHITECTURE TOOL

Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422
dated: 17/12/2025

STATE BANK OF INDIA
ENTERPRISE AND TECHNOLOGY ARCHITECTURE DEPARTMENT
2ND FLOOR, KAPAS BHAWAN SECTOR 10,
CBD BELAPUR NAVI MUMBAI, MAHARASHTRA
PIN-400614

	RFP for **Procurement, installation, setup and maintenance** of Enterprise Architecture Tool	**SBI**

1. Schedule of Events

S. No.	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Raju Chowdhri Designation: AGM (E&TA) Email ID: raju.chowdhri@sbi.co.in Contact Address: Enterprise and Technology Architecture Department State Bank Global IT Centre 2nd Floor, Kapas Bhavan CBD Belapur, Navi Mumbai-400614 Contact Persons: 1. Name: Faraz Irfan Email ID: dvpitarch.eta@sbi.co.in Contact No: 9167573142 2. Name: Rohit Garg Email ID: rohit.garg2@sbi.co.in Contact No.: 9041326192 Please send any email communication related to this RFP on all above-mentioned addresses.
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://sbi.bank.in in procurement news and from https://etender.sbi/SBI/ from 17-12-2025 to 19-01-2026
3	Last date for requesting clarification	05:00 PM on 24-12-2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at	03:00 PM on 30-12-2025 through online Teams meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	Clarifications will be provided by 05-01-2026
6	Last date and time for Bid submission	04:00 PM on 19-01-2026
7	Address for submission of Bids	Bids to be submitted on the e-tendering portal https://etender.sbi/SBI/

8	Date and Time of opening of Technical Bids	05:00 PM on 19-01-2026 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Commercial Price Bids	Commercial Price bid of technically qualified bidders only will be opened on a subsequent date.
10	Intentionally left blank	
11	Tender Fee	Rs.20000 (Rupees Twenty thousand only) Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance Mode of Transaction- NEFT and RTGS only. OR Rs.20000(Rupees Twenty thousand only) Amount should be deposited in A/c No: 37608352111 IFSC: SBIN0011343 Account Name: System Suspense Branch Parking A/C Mode of Transaction- Intra-bank transfer (SBI to SBI only) Tender fee will be non-refundable.
12	Earnest Money Deposit (EMD)	Rs. 40,00,000 (Rupees Forty Lakhs only) Amount should be deposited in A/c No: 4897932113433 IFSC:SBIN0011343 Account Name: Subsidy Inward Remittance Mode of Transaction- NEFT and RTGS only. OR Rs. 40,00,000(Rupees Forty Lakhs only) Amount should be deposited in A/c No: 37608352111

		IFSC: SBIN0011343 Account Name: System Suspense Branch Parking A/C Mode of Transaction- Intra-bank transfer (SBI to SBI only) OR EMD should be in the form of a bank guarantee. EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.	
13	Bank Guarantee (BG)	5% of the Total Contract Cost.	Performance Security in form of BG should be valid for 5 year(s) and 3 months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	e-Procurement Technologies Limited Email ID: etender.support@sbi.co.in Address: A- 201/208, Wall Street – II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, Gujarat, India Contact Nos – 7859800624	9081000427| 7859800609	

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2. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of **SBG** and the Bank sponsored Regional Rural Banks (RRBs) for **Procurement, Installation, Setup and Maintenance of Enterprise Architecture Tool.**

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

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

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

v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/ service desired in this RFP. The proposed Software Solution/ service must integrate with Bank's existing infrastructure seamlessly.

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

vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution/ service for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Software Solution/ service adhering to Bank's requirements outlined in this RFP.

3. DISCLAIMER:

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. "**Vendor/Service Provider**" is the successful Bidder found eligible as per eligibility criteria set out in this RFP and to whom notification of award has been given by the Bank.

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

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

ix. **Licenses**: Licenses can be either perpetual or for the entire duration of the project (i.e. 5 years). Licenses must be in the name of State Bank of India by OEM.

5. SCOPE OF WORK:

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

6. ELIGIBILITY AND TECHNICAL CRITERIA:

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

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

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

ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-O** duly signed by the Bidder on each page and

witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

7. 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-M** 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. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

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

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

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

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.

iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.

Or

iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-P**) 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 designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee 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.

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

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

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

vii. No interest is payable on EMD.

viii. The EMD may be forfeited: -

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

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

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

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

11. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **Procurement, installation, setup and maintenance of Enterprise Architecture Tool** in response to the **RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 dated 17/12/2025.** Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorized signatory:

    (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.

    (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.

    (c) Proof of remittance of EMD and Tender Fee as specified in this document.

    Or

    Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11"*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).

(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.

(e) Bidder's details as per **Appendix-D** on Bidder's letter head.

(f) Audited financial statement and profit and loss account statement as mentioned in Part-II.

(g) Bidder's self-declaration on number of Architects and SMEs available as per Appendix-S.

(h) Format for Manufacturer's Authorization Form (MAF) as per **Appendix-T** on **OEM's letterhead**. Bidder must arrange to submit this form duly signed by the OEM. If the Bidder proposes software / application / tool from 3rd party OEM, Appendix-T is required to be submitted for all such 3rd party OEMs.

(i) Format for OEM certificate on Product Capabilities as per **Appendix-V** on **OEM's letterhead**. Bidder must arrange to submit this form duly signed by the OEM.

(j) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

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

(l) If applicable, copy of registration certificate issued by competent authority as mentioned in S. No 2 of Eligibility Criteria under **Appendix-B**.

ii. Commercial Price Bid for **Procurement, installation, setup and maintenance of Enterprise Architecture Tool** in response to the **RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422** dated **17/12/2025** should contain only commercial 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 person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

(f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or 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 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) MAF (Appendix-T) and other documents requiring an OEM's signature must be issued on the OEM's official letterhead and duly signed by the authorized signatory. A copy of the Power of Attorney (POA) must also be provided.

(o) 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. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee 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 S. No. 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

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

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:

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

ii. Intentionally left blank.

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

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

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 commercial price Bid opening and further RFP evaluation process.

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

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

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

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

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

17. TECHNICAL EVALUATION:

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

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

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

    iii. After opening of the Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on **70:30** basis.

    iv. The bidder securing highest combined marks (Technical score + Commercial score) and ranked TC-1 shall be recommended for award of contract.

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

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

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

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

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

Criteria for Technical Evaluation and Commercial Evaluation

Techno Commercial evaluation will be used under this RFP. The minimum qualifying score for the technical bid is 70 %.

The Criteria for Technical Evaluation and Commercial Evaluation will have a weightage of **70:30**.

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

All calculated scores will adhere to two decimal rounding conventions.

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. Illustration:

i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of **70%** while Commercial Bids will be allotted weightage of **30%.**

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 30 % for Commercial bid and 70% for Technical Bid according to the following formula:

Combined Score of A =

$$70 * \frac{Technical\ Score\ of\ A}{Highest\ Technical\ Score} + 30 * \frac{Lowest\ Commerical\ Score}{Commercial\ Score\ of\ A}$$

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= $\frac{t}{t_{highest}} * 70$	Weighted Commercial Score $= \frac{f_{lowest}}{f} * 30$	Score (S) out of 100
1	A	90	60	(90/90) *70 =70	(50/60) *30=25	95
2	B	80	70	(80/90) * 70= 62.22	(50/70) * 30= 21.42	83.64
3	C	70	50	(70/90) * 70 =54.44	(50/50) *30=30	84.44

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 bidder securing highest combined marks (Technical score + Commercial score) and ranked TC-1 shall be recommended for award of contract.

19. CONTACTING THE BANK:

i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of commercial 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. Bank will notify successful Bidder (TC1) in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

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

iii. 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.

iv. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

v. 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.

vi. 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.

vii. 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.

viii. 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-H** 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 delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

26. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

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

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

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority on the line of **Appendix-I**.

27. SERVICES:

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

ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach and roadmap for at least next 7 years of the proposed product.

iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank in timely manner as required for the project.

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

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

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

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

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

ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC (Annual Maintenance Cost)/ ATS (Annual Technical Support)/ S&S (Support and Services) period.

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

xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S from OEM at no additional cost to the Bank.

28. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

i. The selected Bidder shall support the Software Solution during the period of warranty and AMC as specified in Scope of work in this RFP from the date of Go-Live of the Software Solution by State Bank of India.

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

iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log

maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

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

v. Support (Warranty and AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of Appendix-T of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.

vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

    (a) Diagnostics for identification of systems failures

    (b) Protection of data/ Configuration

    (c) Recovery/ restart facility

    (d) Backup of system software/ Configuration

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

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

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

x. Updated escalation matrix (Bidder as well as OEM) shall be made available to the Bank on annual basis and each time the matrix gets changed. Escalation matrix should be upto CEO level.

xi. Bank's IT policy doesn't permit remote connection to source systems from outside Bank's network.

29. PENALTIES:

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

30. 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.

31. INSPECTION AND TESTING:

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

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

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

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

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

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

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

32. RIGHT TO AUDIT:

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

authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

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

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

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

33. SUBCONTRACTING:

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

34. VALIDITY OF AGREEMENT:

The Agreement /SLA will be valid for the period of 5 years. The Bank reserves the right to terminate the agreement as per the terms of RFP/Agreement.

The bank shall have the right at its discretion to renew this agreement in writing, for a further term of 2 years. The pricing for each year in the extended period of 2 years shall be calculated as an increase of 8% upon annual total cost of ownership (TCO) as established and agreed upon in the initial contract financial schedules.

35. 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.

36. CONFIDENTIALITY:

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

37. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

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

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

Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

38. SERVICE PROVIDER'S OBLIGATIONS:

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

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

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

iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

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

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

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

viii. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

ix. **Software Bill of Materials (SBOM)**

All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed

for the Bank must include the data fields contained in the **Appendix-R** of this document. In addition, the Software OEM/Owner/Vendor must ensure that:

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

    b) Software OEM/Owner/Vendor should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts.
Subsequently, Software OEM/Owner/Vendor should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.

    c) Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.

x.   Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policies 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.

39. TECHNICAL DOCUMENTATION:

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

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

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

40. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

  i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the

Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third-party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.

ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

iii. Subject to below mentioned sub-clause *(iv) and (v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

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

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

employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

vi. Service Provider shall grant the Bank irrevocable, non-exclusive, unlimited, subscription/perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

41. LIQUIDATED DAMAGES:

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

42. CONFLICT OF INTEREST:

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

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

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of

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

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

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

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

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

(f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

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

43. CODE OF INTEGRITY AND DEBARMENT/BANNING:

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

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

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

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

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

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

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

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

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

investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

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

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

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

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

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause *42" CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

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

(c) **Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

44. TERMINATION FOR DEFAULT:

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

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

   b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;

   c) Violations of any terms and conditions stipulated in the RFP;

d) On happening of any termination event mentioned in the RFP/Agreement.

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

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

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

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

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

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

45. FORCE MAJEURE:

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

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

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

iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

46. 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.

47. TERMINATION FOR CONVENIENCE:

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

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

48. 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.

49. GOVERNING LANGUAGE:

The governing language shall be English.

50. 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.

51. TAXES AND DUTIES:

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

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

iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and

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

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

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

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

    (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.

    (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

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

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

52. TAX DEDUCTION AT SOURCE:

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

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

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

53. TENDER FEE:

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

54. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

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

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

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

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

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

55. NOTICES:

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

Part-II

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Appendix–A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To

The Deputy General Manager

Enterprise and Technology Department,

State Bank of India

2nd floor, Kapas Bhawan

Sector 10, CBD Belapur,

Navi Mumbai

Maharashtra-400614

Dear Sir,

Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 dated 17/12/2025

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

   i.   While submitting this Bid, we certify that:

   a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
   b. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
   c. Commercial Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
   d. The commercial prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
   e. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
   f. We have quoted for all the products/services mentioned in this RFP in our price Bid.

g. 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 bidder from further bidding process.

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

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

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

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

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

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

xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

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

xiii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

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

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

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

_____

(Signature)   *(Name)*

         (In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____**Seal of the company.**

Appendix-B

Bidder'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:

Table 1: Bidder's Eligibility Criteria

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify **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 average turnover of a minimum of Rs. 15 crores during the last 03 (three) financial year(s) i.e. FY 22-23, FY 23-24 and FY 24-25.		Copy of the audited financial statement for required financial years.
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of the last 03 (three) financial years i.e. FY 22-23, FY 23-24 and FY 24-25.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor for FY 24-25.
5	Bidder should have experience of minimum 10 years in providing the Software Solution/services and minimum 5 years of experience in implementing EA Tool solution.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.

6	The EA tool proposed in the bid must be in use by at least two BFSI (Banking, Financial Services, and Insurance) clients.		Relevant project completion documents along with satisfactory sign-offs by the client as per **Appendix-W.**

7.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed EA Tool Implementation in India or Abroad (Start and End Date of the Project to be mentioned) in the past.
	  i. A minimum of 2 client references for implementation of EA tool to be submitted. Out of 2, one implementation should be in BFSI industry.
	  ii. Both the references should have deployment where minimum 200 Applications are registered in the EA tool.
	  iii. EA tool proposed by the bidder in response to this RFP must be implemented for at least one client reference provided.
			Bidder should specifically confirm on their letter head in this regard as per **Appendix-N**

8.	The EA tool proposed under this RFP must be a market-established product with a minimum three-year operational history and a demonstrated, committed roadmap for future development and support for at least seven years.		Bidder should specifically confirm on their letter head in this regard as per **Appendix-T**
9.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of

			contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
10.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in **Appendix-A** in this regard.
11	The bidder must have a minimum of 10 certified SMEs for the EA tool proposed under this RFP on payroll of the bidder for last 1 year.		Bidder should specifically confirm on their letter head in this regard as per **Appendix-S**
12	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.
13	The bidder must have a minimum of 10 TOGAF certified architects on payroll of the bidder for last 1 year.		Bidder should specifically confirm on their letter head in this regard as per **Appendix-S**

Documentary evidence must be furnished against each of the above criteria, along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, must be highlighted. No change/ addition or deletion to be made by the Bidder to any of the clauses.

Eligibility criteria mentioned at S. No. 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

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

ii.   Bidder who solely on its own fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at S. No. 3 to 5 in table above.

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

Name & Signature of authorized signatory

Seal of Company

Appendix-C

Technical & Functional Specifications

Technical Capabilities and the components that are required for Enterprise Architecture Tool are as follows, however this is a non-exhaustive list:

The proposed solution should support a minimum of 5000 applications along with all artefacts, diagrams, documents, data etc. related to BDAT (Business, Data, Application, technology) architecture. All capabilities in the proposed solution by the bidder/OEM must be robust and scalable enough to effectively support the diversity, complexity, and operation scale of SBI.

In the context of Enterprise Architecture (EA), the term "Application" is a specific technical term used to refer to a software system, tool, or platform that supports business processes.

Bidder response to Mandatory Capabilities:

Any bid that does not fulfill the specified mandatory capabilities available natively in the EA tool proposed under this RFP will be automatically disqualified from the further evaluation process.

Table 2: Mandatory Capabilities

S. No.	Functionality/Service/Capability	Complied (Yes/No)	Evidence Required
1	Centralized architecture repository covering all BDAT domains – Business, Data, Application, and Technology.		OEM Certification
2	Modeling environment supporting graphical representation and standard notations across BDAT layers.		OEM Certification
3	End-to-end traceability and impact analysis across architecture components and layers.		OEM Certification
4	Ability to define and manage AS-IS, Transition, and TO-BE architectures for transformation planning.		OEM Certification
5	Version control and lifecycle management for architecture artefacts and models.		OEM Certification
6	Governance workflow for review, approval, and publication of architecture artefacts.		OEM Certification
7	Integration interfaces or APIs for data exchange with enterprise systems and repositories (e.g., CMDB, PPM, CI/CD tools).		OEM Certification

8	Role-based access control (RBAC) and comprehensive audit trail of user activities and changes.		OEM Certification
9	Deployment support for on-premise or private cloud environments with secure configuration and data isolation.		OEM Certification
10	Migration of SBI's existing EA Tool (Mega HOPEX) artefacts (models, applications, data, workflows) with zero data loss to the proposed solution.		OEM Certification
11	Comprehensive suite of capabilities for IT Portfolio Management (IT-PM)		OEM Certification
12	Ability to generate customized reports.		OEM Certification
13	Custom and multi framework Implementation: Configure meta-models, meta-classes, and metadata according to enterprise standards.		OEM Certification
14	Design dynamic operational, tactical and CXO dashboards		OEM Certification

Note: Bidder has to submit the duly signed OEM Certificate as per **Appendix-V**.

Technical Evaluation Criteria

Criteria for technical bid evaluation is as follows:

Table 3: Technical Evaluation Criteria

Sr No.	Particulars	Weightage	Evaluation Parameter
1	EA tool technology, functions and features.	40	Evaluation will be done as per documents submitted in response to each point in **Table 5: EA tool technology, functions and features.**
2	Experience and ability of the Bidder to implement the EA tool.	30	Evaluation will be done as per documents submitted in response to each point in **Table 7: Experience and ability of the Bidder to implement the EA tool.**
3	Demo	15	a) Demo to be given to the Bank

			b) Supporting reports, artefacts must be submitted c) Report must specify the breakdown between automated and manual (if any) migration of data/artefacts/modeling diagrams/relationships etc.
4	Site visit/ Video-conferencing/ presentation with the bidder's clients for the EA tool proposed under this RFP implementation	5	Bank at its sole discretion will select one or more projects (from all the credentials submitted by bidder) for evaluation under this section.
5	Presentation by the Bidder	10	
Total Marks		**100**	

Bidder has to score above zero in all the above sections for the bid to qualify in this RFP process. Total Marks scored in Technical Evaluation will be normalized to a maximum of 70.

Table 4: Mode of Availability

S. No.	Complied Flag	Parameter Value	Description	Marks Awarded
1	A	Available out-of-the-box as part of solution	Available as part of bidder's proposed solution from OEM (native or configured)	4
2	B	Available with Customization	Available as part of bidder's proposed solution from OEM (but requires customization (managed by the bidder))	2
3	C	Functionality will be implemented through 3rd Party tool/ software	Available as part of an integrated 3rd party solution (managed by bidder), costs included in the bid	1
4	D	Not available or not provided	Not available as part of proposed solution	0

For evaluation of **Table 5: EA tool technology, functions and features**, the bidder is expected to respond to the platform capabilities mentioned below by referring Complied Flag value from

Table 4: Mode of Availability of the specific capability, along with supporting documentation mentioning clear feature details and explanation related to the option chosen, in terms of native or third-party availability.

Table 5: EA tool technology, functions and features evaluation

S. No.	Category	Capability Description	Complied Flag(A/B/C/D)	OEM/Product/Module Name providing Feature	OEM certification + additional Evidence Required (screenshots, OEM docs, configuration exports, demo logs, benchmark reports, references)
1	Standards & Framework Support	Native support for TOGAF 9.2 or higher ADM, ArchiMate 3.x, UML and BPMN 2.0.			OEM product guide showing supported notations + screenshots of built-in templates and notation palettes.
2	Standards & Framework Support	Support for BIAN and ability to tailor meta-models and frameworks.			OEM Certification
3	Standards & Framework Support	Support for ITIL framework			OEM certification
4	Standards & Framework Support	Define/manage new model types, relationships, attributes & reference architectures without OEM dependency.			Demo of creating a new object type/relationship + exported configuration + admin rights proof. Screenshots of the functionality have to be submitted.
5	Standards & Framework Support	Import/export models (Visio, Archimate, Mega HOPEX, XML/CSV/Excel) with relationship retention.			Successful test import/export packs + mapping file + before/after relationship counts.

6	Standards & Framework Support	Standard templates/patterns for Business, Data, Application & Technology domains.			Library screenshot + sample template files + usage demo in a new model.
7	Architecture Modeling & Repository	Unified repository supporting AS-IS, TO-BE, Transition across Business, Data, Application, Technology domains.			Repository domain view + sample AS-IS/TO-BE models + export of repository schema.
8	Architecture Modeling & Repository	End-to-end traceability & visual impact analysis from Business Capabilities→ Business Processes→ Applications→ Technology.			Traceability matrix/map screenshot + click-through demo + exported dependency report.
9	Architecture Modeling & Repository	Business capability & process modeling with ownership, KPIs, and alignment to strategic goals.			Capability map with owner/KPIs + sample report, Bidder certification for implementation of business capability and alignment to strategic goals.
10	Architecture Modeling & Repository	Data entity modeling (conceptual/logical) linked with processes, applications and data flows.			Sample Data model diagrams + linkage views + CSV/Excel export of entities/attributes/links.
11	Architecture Modeling & Repository	Application architecture & portfolio management with dependencies, services, lifecycle metadata.			Sample Application portfolio view + lifecycle fields screenshot + sample service-dependency report.

12	Architecture Modeling & Repository	Technology architecture & deployment diagramming across sites with lifecycle visibility.			Sample Infra/deployment diagrams + environment/site attributes + lifecycle dashboard export.
13	Architecture Modeling & Repository	Centralized, version-controlled repository with customizable metadata & validation rules.			Version history view + difference screen + validation rule/configuration export.
14	Architecture Modeling & Repository	'As-on-date' architecture state reconstruction and model/attribute-level comparison and merge capabilities.			Demo of date-effective query + side-by-side diagram comparison + change log export.
15	Architecture Modeling & Repository	Ability to develop the Architecture roadmap, outlining the steps and activities required to transition from the current state to the future-state.			Roadmap view + scenario toggle demo + exported plan (PDF/XLS).
16	Analytics, Reporting & Dashboards	Configurable dashboards for CXO/architecture teams with KPIs, heat maps, custom metrics.			Dashboard editor screenshot + sample KPI tiles + export of dashboard JSON/config.
17	Analytics, Reporting & Dashboards	Configurable reporting with export to PDF/XLS/HTML and scheduled report generation.			Report builder demo + sample scheduled report + email/log of last run.
18	Analytics, Reporting & Dashboards	Application redundancy, technology obsolescence, and rationalization analytics.			Rationalization heatmap + redundancy list + technology lifecycle conflict report.

19	Analytics, Reporting & Dashboards	Gap analysis and what-if simulation across business and IT layers.			Before/after scenario output + parameter screen + exported comparison report.
20	Analytics, Reporting & Dashboards	AI/ML or GenAI integration for automated tagging, recommendations, visualizations.			API integration proof or OEM feature page + sample AI-generated tag/recommendation.
21	Analytics, Reporting & Dashboards	Create architecture diagrams automatically with instructions to AI.			OEM certification + Demo
22	Analytics, Reporting & Dashboards	Auto-generated value stream maps and capability heatmaps from repository data.			Generated value stream/heatmap screenshots + export of underlying data.
23	Governance, Workflow & Collaboration	Configurable multi-stage workflow for submission, review and approval.			Workflow designer screenshot + sample workflow instance history + export of workflow definition.
24	Governance, Workflow & Collaboration	Role-based access control down to object/model level with personas. Real-time collaboration and discussion features within models.			Role matrix export + impersonation demo + access test evidence.
25	Governance, Workflow & Collaboration	In-application and email alerts with event-based triggers for approvals/rejections/pending tasks.			Notification rule configuration + sample emails/alerts + event log with timestamps.

26	Governance, Workflow & Collaboration	Federated collaboration with repository integrity and full auditability.			Concurrent edit demo + conflict resolution logs + audit trail export.
27	Governance, Workflow & Collaboration	Full versioning with comparison, rollback, lifecycle stage management (draft→approved).			Version difference screenshots + rollback demo + lifecycle status change log.
28	Governance, Workflow & Collaboration	Governance dashboards for EA Tool data quality, and stale artefacts.			Data quality scorecards + stale artefact report + dashboard export.
29	Integration & Extensibility	REST/SOAP/GraphQL APIs for bidirectional exchange with CMDB/Portfolio/other Bank systems along with capability to integrate with legacy Systems			Published API spec (OpenAPI/WSDL) + working Postman collection + sample payload logs.
30	Integration & Extensibility	Ingestion/sync from Excel, databases, APIs or repositories.			Sample Report.
31	Integration & Extensibility	Capability to develop custom APIs per Bank security guidelines. Integration with Bank SSO (SAML/OAuth/AD/LDAP) with identity federation.			Custom endpoint code/configuration + authentication policy + penetration test summary (if available).

32	Infrastructure, Deployment & Security	Deployment flexibility: on-prem, private/public cloud, SaaS, containerization support.			Reference architecture diagrams + Helm/K8s manifests or VM topology + OEM deployment guide.
33	Infrastructure, Deployment & Security	PR-NR-DR deployment (active-active or active-passive) with replication.			DR topology + replication settings + failover test report.
34	Infrastructure, Deployment & Security	Minimum 3 tier (web/app/db) architecture supporting horizontal/vertical scalability.			System architecture diagram + autoscaling/cluster configuration + scaling test results.
35	Infrastructure, Deployment & Security	Encryption at rest/in transit; immutable audit logs; access timestamping.			Crypto policy configuration (TLS, KMS) + sample encrypted DB setting + WORM/immutability proof.
36	Infrastructure, Deployment & Security	Proven performance at large scale (e.g., >100k artefacts, >5k applications and its relationships.			OEM benchmark/third-party test + SBI-scale POC results + performance dashboards.
37	Infrastructure, Deployment & Security	Responsive, cross-browser web UI for desktop/tablet/mobile.			UI in different browsers/devices + responsive layout demo video or screenshots.
38	Migration & Interoperability	Automated migration of Mega HOPEX artefacts (models, applications, data, workflows, attachments etc.) with zero data loss.			Executed migration run logs + mapping sheets + sample migrated model comparison.

39	Migration & Interoperability	Migration of users, roles, audit trails, reference models preserving relationships.			User/role migration logs + audit trail parity report + relationship integrity checks.
40	Migration & Interoperability	Post-migration validation & reconciliation for completeness and accuracy.			Reconciliation report (counts by type) + exception list + sign-off mail/minutes.
41	Administration & Licensing	Concurrent licensing with dynamic allocation and scalability.			License policy document + console screenshot showing concurrent sessions & thresholds.
42	Administration & Licensing	Admin dashboard for sessions, roles, license consumption, forced logout.			Admin console screenshots + forced logout test proof + session timeout config.
43	Administration & Licensing	Multi-environment (Dev/UAT/Pre-Prod/Prod) with configuration portability.			Dev/UAT/Prod environment list + export/import of config/package + change logs.
44	Usability & Productivity	Repository-linked diagramming with object reuse and consistency (no static drawings).			Diagram object properties showing repository links + reuse/duplicate detection demo.
45	Usability & Productivity	Advanced search/filter with full-text and metadata queries.			Search builder UI + sample results + exported query definition.
46	Usability & Productivity	Instant visualizations (landscape/roadmap/dependency/cluster) with parameters.			Generated visualization files + parameter screen + export of images/CSV.

47	Usability & Productivity	Read-only enterprise portal for approved artefacts visibility with unlimited user account with view access.			Portal URL/screenshot + access roles + publication workflow proof.
48	Usability & Productivity	Intuitive, responsive UI that supports high adoption and productivity.			UX walkthrough/video.
49	Usability & Productivity	Drag-and-drop modeling, context-sensitive help, and guided workflows.			UX walkthrough/video.
50	Data Architecture Capabilities	Conceptual Data Models			OEM Certification+ video
51	Data Architecture Capabilities	Automatic Discovery and creation of Data Dictionary			OEM Certification + Demo
52	Data Architecture Capabilities	Data Flow Diagrams			OEM Certification+ video
53	Data Architecture Capabilities	Data Portfolio → Data Domains / Subject Area			OEM Certification+ video
54	Data Architecture Capabilities	Data Subject Area Application			OEM Certification+ video

Note: Response to all items in the above table is mandatory along with the supporting evidence. Response document has to be submitted as follows:

Table 6: Example for response document format

S. No.	Category	Capability Description	Complied Flag(A/B/C/D)	OEM/Product/ Module Name providing Feature	OEM certification + additional Evidence Required (screenshots, OEM docs, configuration exports, demo logs, benchmark reports, references)
1	Standards & Framework Support	Native support for TOGAF 9.2 or higher ADM, ArchiMate 3.x, UML and BPMN 2.0.	A	OEM Product: XYZ Module: ABC Feature: EFG	Attach Evidence like screenshots, OEM docs, configuration exports, demo logs, benchmark reports, references

The weighted score obtained will be normalized to maximum of 40 marks.

For evaluation of experience and ability of the Bidder to implement the EA tool, bidder has to submit the documents required as proof.

Table 7: Experience and ability of the Bidder to implement the EA tool

S. No	Indicative Criteria	Max Marks	Scoring Guidelines	Marks	Documents Required (Proof)
1	Average annual turnover during last 03 (three) financial year(s) i.e., FY 22-23, FY 23-24, and FY 24-25.	15	Above Rs. 100 crores	15	Copy of the audited financial statement for required financial years.
			Above Rs. 50 crores and <= Rs. 100 crores	10	
			Above Rs. 15 crores and <= Rs. 50 crores	5	
2	Profitability during last 03 (three) financial year(s) i.e., FY 22-23, FY 23-24, and FY 24-25.	10	The bidder has been profitable before tax for the last three financial year(s).	10	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of

					the statutory auditor for FY 24-25.
			The bidder has been profitable before tax for any 2 out of 3 financial year(s)	5	
3	No. Of successful implementation of the EA tool proposed under this RFP.	10	Above 5	10	Attach POs/ invoices / client letters (emails or signed letters) stating proof of engagement for open projects. It should contain project name, project description, duration, client name.
			3-5	5	
			1-2	3	
4	Number of companies in which the Bidder has completed any EA Tool implementations for BFSI clients having at least 100 applications in last 10 years. (Globally).	10	10 relevant contacts from past distinct clients has been provided.	10	1. Relevant contacts of representatives for companies in which Bidder has executed similar projects in BFSI domain with each project having at least 5 architects.
			7 relevant contacts from past distinct clients have been provided.	5	2. To be given by the client companies on their letter head or copy of PO 3. The engagements should not be more than 10 years old
			5 relevant contacts from past distinct clients has been provided.	3	
5	Number of successful any EA Tool Implementations in India.	15	>5 implementations	15	Attach POs/ invoices / client letters (emails or signed letters) stating proof of engagement for open projects. It should contain project name, project description, duration, client name
			3-5 implementations	10	
			1-2 implementations	5	

6	Number of full time Architects on payroll of the bidder at least for the last 1 year.	10	Above 100 Architects	10	A confirmation on company letter head signed by authorized signatory of the company confirming Number of Architects working on the payroll of the bidder at least for the last 1 year.
			Above 50 and <= 100 Architects	5	
			Above 25 and <= 50 Architects	3	
7	Bidder with mature EA practices is preferred on other Bidders without mature EA practices.	15	Interaction with EA practices head/team of Bidder	0-15	1. Interaction 2. Site Visit if required.
Total		85	**Total Marks Secured**		

Total Marks scored in Bidder Evaluation will be converted to max of 30 marks.

Relaxation for Startups will be given subject to their meeting of quality and technical specifications.

The Bidder has to show the following functionalities in Demo.

Table 8:Functionalities for Demo

S. No.	Functionality/Capability/Service
1	Define/manage new model types, relationships, attributes & reference architectures without OEM dependency.
2	Import/export models (Visio, Archimate, Mega HOPEX, XML/CSV/Excel) with relationship retention.

3	'As-on-date' architecture state reconstruction and model/attribute-level comparison.
4	Configurable report with export to PDF/XLS/HTML and scheduled report generation.
5	AI/ML or GenAI integration for automated tagging, recommendations, visualizations.
6	Configurable multi-stage workflow for submission, review and approval.
7	Intuitive, responsive UI that supports high adoption and productivity.
8	Migration of Data and Artefacts from Mega Hopex.
9	Create architecture diagrams automatically with instructions to AI.

Note: Bank reserves the right to carry out POC (Proof of Concept), the cost of which would be borne by the bidder. The details of POC would be shared with the bidders who have qualified in the technical evaluation. Only such bidders who are successful in POC will be eligible for further consideration, if POC is desired by the Bank.

Important note for bidders:

1. The bidder to ensure that the confirmation of the above list of technical functionalities should be submitted on OEM letter-head listing out the out-of-the-box features as well as the features proposed to be provided through third-party solution/ customization.

2. All features marked "Yes" in compliance but NOT available as out-of-the-box feature, needs to be made available to the Bank before Go-Live date. Bidder shall be liable for paying a penalty as mentioned in Appendix-J.

3. Bank reserves the right to conduct independent audit to validate solution features, workflow and performance index asked in this RFP. Bidder is required to extend all necessary assistance to third party auditor appointed by the Bank.

4. Documentary evidences must be furnished against each of the above criteria along with an index.

5. Bidder may be required to arrange for site visit if asked by the bank.

6. All documents must be signed by the authorized signatory of the Bidder, along with the seal of the company / LLP / Partnership firm.

7. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted

8. Disclaimer on Capability Claims and Scalability Validation

    i.   Context of Evaluation: All functionalities and capabilities proposed by the bidder under this RFP shall be evaluated in the context of the scale, diversity, and complexity of the State Bank of India (SBI), which operates one of the largest and most complex IT landscapes in the Indian banking sector. The Bank's Enterprise Architecture platform is expected to support:

        a.   Thousands of applications and technology assets.

        b.   A federated architecture function spanning across BDAT domains.

        c.   High concurrency of users and continuous repository growth.

    ii.   True Capability Requirement: The bidder shall ensure that all capabilities claimed as part of the proposed solution whether marked as:

     a. (A) Available Out-of-the-Box,

     b. (B) Available with Customization, or

     c. (C) Implemented through Third-Party Tools/Softwares are technically and operationally feasible at the above scale.

       Capabilities claimed only by name or without scalable implementation proof shall be treated as non-compliant.

iii. Evidence of Scalability and Deliverability: The bidder must provide objective, verifiable evidence to substantiate each claimed functionality. Such evidence may include, but is not limited to:

     a. Product documentation or OEM certifications confirming the functionality.

     b. Screenshots or configuration files demonstrating the feature.

     c. Demonstration/POC of the feature in a live or sandbox environment provisioned by SI/OEM for the proposed tool during evaluation.

     d. Performance benchmarks or scalability test reports conducted at comparable data volumes.

     e. Client references (preferably from large BFSI or equivalent organizations) where similar capabilities have been successfully deployed at enterprise scale.

     f. Architecture or deployment diagrams showing scale-out capability and high-availability configuration.

iv. Right to Validate and Disqualify: The Bank reserves the right to:

     a. Seek live demonstrations or proof of concept (POC) during the technical evaluation phase.

     b. Request additional documentation or references from existing deployments.

     c. Award or withhold marks in the evaluation matrix based on demonstrated scalability and maturity rather than nominal availability.

     d. Reject or downgrade claims found to be marketing-level statements without sufficient supporting proof.

v. Binding Declaration: By responding to this RFP, the bidder confirms that all claimed capabilities have been reviewed, validated, and approved by the OEM/product principal for implementation at SBI's expected scale and performance levels.

Name & Signature of authorised signatory

Seal of Company

Illustration:

Consider a scenario with 3 participants namely M, N and O engaged in a bidding procedure.

First, the evaluation of EA tool technology, functions and features is conducted which accounts for 40% weightage in overall Technical Score. All calculated scores will adhere to two decimal rounding conventions.

S. No.	Capability Description	Complied Flag(A/B/C/D)			Marks Scored(x) as per Complied Flag out of Max Marks (216)		
	Table 5: EA tool technology, functions and features						
		M	N	O	M	N	O
1	Native support for TOGAF 9.2 or higher ADM, ArchiMate 3.x, UML and BPMN 2.0.	A	A	A	4	4	4
2	Support for BIAN and ability to tailor meta-models and frameworks.	B	B	A	2	2	4
3	Support for ITIL framework	A	A	A	4	4	4
4	Define/manage new model types, relationships, attributes & reference architectures without OEM dependency.	C	B	A	1	2	4
5	Import/export models (Visio, Archi, Mega HOPEX, XML/CSV/Excel) with relationship retention.	B	A	A	2	4	4
6	Standard templates/patterns for Business, Data, Application & Technology domains.	B	A	B	2	4	2
7	Unified repository supporting AS-IS, TO-BE, Transition across Business, Data, Application, Technology domains.	A	B	A	4	2	4
8	End-to-end traceability & visual impact analysis from Business Capabilities→ Business Processes→Applications→Technology.	C	A	A	1	4	4
9	Business capability & process modeling with ownership, KPIs, and alignment to strategic goals.	A	B	B	4	2	2
10	Data entity modeling (conceptual/logical) linked with processes, applications and data flows.	B	B	B	2	2	2
11	Application architecture & portfolio management with dependencies, services, lifecycle metadata.	B	A	A	2	4	4
12	Technology architecture & deployment diagramming across sites with lifecycle visibility.	C	C	B	1	1	2
13	Centralized, version-controlled repository with customizable metadata & validation rules.	A	C	B	4	1	2
14	'As-on-date' architecture state reconstruction and model/attribute-level comparison and merge capabilities.	C	B	A	1	2	4
15	Ability to develop the Architecture roadmap, outlining the steps and activities required to transition from the current state to the future-state.	C	A	B	1	4	2

16	Configurable dashboards for CXO/architecture teams with KPIs, heat maps, custom metrics.	C	B	B	1	2	2
17	Configurable reporting with export to PDF/XLS/HTML and scheduled report generation.	C	A	B	1	4	2
18	Application redundancy, technology obsolescence, and rationalization analytics.	C	B	B	1	2	2
19	Gap analysis and what-if simulation across business and IT layers.	A	C	B	4	1	2
20	AI/ML or GenAI integration for automated tagging, recommendations, visualizations.	B	B	A	2	2	4
21	Create architecture diagrams automatically with instructions to AI.	C	C	A	1	1	4
22	Auto-generated value stream maps and capability heatmaps from repository data.	A	B	A	4	2	4
23	Configurable multi-stage workflow for submission, review and approval.	C	C	A	1	1	4
24	Role-based access control down to object/model level with personas. Real-time collaboration and discussion features within models.	A	B	B	4	2	2
25	In-application and email alerts with event-based triggers for approvals/rejections/pending tasks.	A	B	B	4	2	2
26	Federated collaboration with repository integrity and full auditability.	B	C	A	2	1	4
27	Full versioning with comparison, rollback, lifecycle stage management (draft→approved).	C	C	B	1	1	2
28	Governance dashboards for EA Tool data quality, and stale artefacts.	B	A	B	2	4	2
29	REST/SOAP/GraphQL APIs for bidirectional exchange with CMDB/Portfolio/other Bank systems along with capability to integrate with legacy Systems	A	A	A	4	4	4
30	Ingestion/sync from Excel, databases, APIs or repositories.	A	B	B	4	2	2
31	Capability to develop custom APIs per Bank security guidelines. Integration with Bank SSO (SAML/OAuth/AD/LDAP) with identity federation.	C	A	B	1	4	2
32	Deployment flexibility: on-prem, private/public cloud, SaaS; containerization support.	B	C	B	2	1	2
33	PR-NR-DR deployment (active-active or active-passive) with replication.	C	B	A	1	2	4
34	Minimum 3 tier (web/app/db) architecture supporting horizontal/vertical scalability.	A	C	B	4	1	2
35	Encryption at rest/in transit; immutable audit logs; access timestamping.	B	C	B	2	1	2
36	Proven performance at large scale (e.g., >100k artefacts, >5k applications and its relationships.	B	C	B	2	1	2
37	Responsive, cross-browser web UI for desktop/tablet/mobile.	A	B	A	4	2	4

38	Automated migration of Mega HOPEX artefacts (models, applications, data, workflows) with zero data loss.	C	A	A	1	4	4
39	Migration of users, roles, audit trails, reference models preserving relationships.	C	C	B	1	1	2
40	Post-migration validation & reconciliation for completeness and accuracy.	C	B	B	1	2	2
41	Concurrent licensing with dynamic allocation and scalability.	B	B	B	2	2	2
42	Admin dashboard for sessions, roles, license consumption, forced logout.	A	B	A	4	2	4
43	Multi-environment (Dev/UAT/Pre-Prod/Prod) with configuration portability.	A	B	B	4	2	2
44	Repository-linked diagramming with object reuse and consistency (no static drawings).	B	B	A	2	2	4
45	Advanced search/filter with full-text and metadata queries.	A	C	A	4	1	4
46	Instant visualizations (landscape/roadmap/dependency/cluster) with parameters.	A	B	A	4	2	4
47	Read-only enterprise portal for approved artefacts visibility with unlimited user account with view access.	A	C	A	4	1	4
48	Intuitive, responsive UI that supports high adoption and productivity.	B	B	B	2	2	2
49	Drag-and-drop modeling, context-sensitive help, and guided workflows.	A	B	A	4	2	4
50	Conceptual Data Models	A	B	B	4	2	2
51	Automatic Discovery and creation of Data Dictionary	B	B	A	2	2	4
52	Data Flow Diagrams	A	C	A	4	1	4
53	Portfolio → Data Domains / Subject Area	A	B	A	4	2	4
54	Data Subject Area Application	A	C	A	4	1	4
Total					138	116	164
Normalized Score (x/216) * 40					25.56	21.48	30.37

Now, Experience and ability of the Bidder to implement the EA tool is evaluated that account for 30% weightage in overall Technical Score.

Table 7: Experience and ability of the Bidder to implement the EA tool							
SL No	Indicative Criteria	Max Marks	Scoring Guidelines	Marks	M	N	O
1	Average annual turnover during last 03 (three) financial year(s) i.e., FY 22-23, FY 23-24, and FY 24-25.	15	Above Rs. 100 crores	15	10	15	15
			Above Rs 50 crores and <= Rs. 100 crores	10			
			Above Rs 15 crores and <= Rs. 50 crores	5			

#	Criteria	Max	Sub-criteria	Marks	B1	B2	B3
2	Profitability during last 03 (three) financial year(s) i.e., FY 22-23, FY 23-24, and FY 24-25.	10	The bidder has been profitable before tax for the last three financial year(s).	10	10	5	10
			The bidder has been profitable before tax for any 2 out of 3 financial year(s)	5			
3	No. Of successful implementation of the EA tool proposed under this RFP.	10	Above 5	10	5	5	10
			3-5	5			
			1-2	3			
4	Number of companies in which the Bidder has completed any EA Tool implementations for BFSI clients having at least 100 applications in last 10 years. (Globally).	10	10 relevant contacts from past distinct clients have been provided.	10	10	5	10
			7 relevant contacts from past distinct clients have been provided.	5			
			5 relevant contacts from past distinct clients have been provided.	3			
5	Number of successful any EA Tool Implementations in India.	15	>5 implementations	15	15	15	10
			3-5 implementations	10			
			1-2 implementations	5			
6	Number of full time Architects on payroll of the bidder at least for the last 1 year.	10	Above 100 Architects	10	5	10	5
			Above 50 and <= 100 Architects	5			
			Above 25 and <= 50 Architects	3			
7	Bidder with mature EA practices is preferred on other Bidders without mature EA practices.	15	Interaction with EA practices head/team of Bidder	0-15	12	10	8
Grand Total					67	65	68
Normalized Score ((x/85) *30)					23.65	22.94	24

Score of Demo, Site visit/ Video-conferencing/ presentation with the bidder's clients for the EA tool proposed under this RFP implementation and Presentation is added to the normalized score obtained in EA tool technology, functions and features and Experience and ability of the Bidder to implement the EA tool as per Table 3: Technical Evaluation Criteria.

Table 3: Technical Evaluation Criteria					
Sr No.	Particulars	Weightage	M	N	O
1	EA tool technology, functions and features.	40	25.56	21.48	30.37
2	Experience and ability of the Bidder to implement the EA tool.	30	23.65	22.94	24.00
3	Demo	15	12.00	10.00	8.00
4	Site visit/ Video-conferencing/ presentation with the bidder's clients for the proposed EA tool implementation	5	5.00	5.00	5.00
5	Presentation by the Bidder	10	8.00	6.00	7.00
	Total Marks	**100**	**74.21**	**65.42**	**74.37**

Based on Above evaluation, Bidder N has less than 70% score in Technical Evaluation, Thus, Commercial bid of N will not be opened for further process.

For final evaluation, 70 % of technical and 30 % of commercial is considered as follows:

Final Evaluation					
Sr No.	Bidder	Technical Evaluation Marks (t)	Commercial Bid (f)	Weighted Technical Score= $((t/t\_highest)*70)$	Weighted Commercial Score= $((f\_lowest/f)*30)$	Score (S) out of 100
1	M	74.21	60	69.84	30.00	99.84
2	O	74.37	70	70.00	25.71	95.71
According to the above calculations, Bidder M will be declared as TC1						

Bidder Details

Details of the Bidder

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

Name & Signature of authorised signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

State Bank of India (SBI), in order to drive enterprise-wide architecture standardization, governance and effective implementation of E&TA practices across the Bank, proposes to procure future ready, state of the art, AI enabled Enterprise Architecture Tool.

SBI invites the bids for Procurement, installation, setup, migration and maintenance of Enterprise Architecture Tool along with implementation of innovative EA use cases.

Table 9: Broad description of Scope of Work

Sr. No	Particulars	Requirements/ Remarks
1	Broad Description of Product	The Bidder shall supply the enterprise grade EA Tool on an annual subscription/perpetual basis with non-exclusive, irrevocable, concurrent Licenses for Read and Write access. **Broad Product Description:** i. IT Portfolio Management (IT-PM) ii. Reports & Dashboards iii. Custom and multi framework Implementation iv. Centralized architecture repository v. Modeling environment supporting graphical representation and standard notations vi. End-to-end traceability and impact analysis vii. Define and manage AS-IS, Transition, and TO-BE architectures viii. Version control management and lifecycle management ix. Governance workflow x. Integration interfaces or APIs xi. Role-based access control (RBAC) and comprehensive audit trail xii. AS-IS Migration from the SBI's existing EA Tool (Mega Hopex) to the proposed solution. Note: Details are mentioned in the Scope of Work under this table.
2	Broad Description of Services	i. Implementation-Installation and Integrations of EA tool proposed under this RFP. ii. Migration from Existing tool to proposed tool. iii. Operation and Maintenance of EA tool proposed under this RFP. iv. Security and Compliance of EA tool proposed under this RFP.

		v. Customization and Documentation of EA tool proposed under this RFP.
		vi. Training to Bank Officials.
		vii. On-Site Support for EA tool proposed under this RFP.
		viii. Implementation of Use Cases in EA tool proposed under this RFP.
		Note: Details are mentioned in the Scope of Work under this table
3	Third-Party Components	Bank will provide the required VMs and Operating system (Windows and RHEL). The selected bidder shall be responsible for the supply, installation, configuration, integration, commissioning and maintenance of EA tool and all associated components including but not limited to Application software and middleware, Databases, connectors, APIs etc. Bidders should describe all third-party items, interfaces and materials in the proposed tool to be included or provided as part of any Deliverables. All such type of items should comply with Bank's IS policy during the period of the contract.
4	Term of the Project - Project Schedule; Milestones and delivery locations	As per tentative project delivery schedule/timelines
5	Warranty Term	Comprehensive warranty for the first year.
6	Annual Maintenance (AMC) Term	Comprehensive AMC from the OEM should be available for the entire contract period at the bidder's own cost.
7	Integration / Migration Requirements with existing systems	Tool should have the capability to integrate with the Bank's current security and operations management systems like SOC (including SIEM, DAM), IDAM, PAM, DLP, AD, LDAP, AV, EDR, ITSAM, Centralized Key Management System, NAC etc. and any other requirements as per Bank's IT/IS policies.
8	Help Desk Requirements	a) As defined in detail of Service Window for Bidder and OEM team in Section: Onsite Support under Scope of Work b) The expected time of resolution should be an average of 60 minutes per call. c) Escalation process should be in place for unresolved issues. d) Updated escalation matrix (Bidder as well as OEM) shall be made available to the Bank on annual basis and each time the matrix gets changed. Escalation matrix should be upto CEO level.

		e) Bidder support staff should be well trained to effectively handle queries raised by the Bank employees, vendor resources etc.
9	Report Generation requirement	Specific / custom reports will have to be provided to the Bank as and when required on mutually agreed timelines without additional cost to the Bank.
10	In case of Transaction System	The solution should have necessary Audit trails and Audit logs maintained on server as per Bank's policy.
11	Performance Requirements	99.5% uptime average on monthly basis for the solution excluding the planned downtime.
12	Scalability Requirements	To be scalable (Horizontally and Vertically) as per the requirement of the Bank. An active-active deployment should be achievable under the proposed solution without extra licensing cost. The EA Tool should be deployed on the Bank's private cloud, with flexibility to be installed on Bank's public cloud tenant, and the capability to seamlessly migrate to SaaS model on demand. The proposed EA tool should support production-disaster recovery (PR-DR) deployment in an active-active and/or active-passive configuration.
13	Regulatory / Compliance Requirements	Solution should comply with Bank's IT/IS policy and applicable regulatory/statutory compliances. The bidder/vendor shall be obligated to address and resolve all vulnerabilities and implement recommendations identified during security reviews, IS audits, UAT, and other assessments conducted by the Bank, its regulators, or any third party appointed by the Bank, at various stages throughout the contract period. These actions must be completed within the timelines specified by the Bank, without incurring any additional cost to the Bank.
14	Security Requirements	The bidder/vendor shall be obligated to address and resolve all vulnerabilities and implement recommendations identified during security reviews, IS audits, UAT, and other assessments conducted by the Bank, its regulators, or any third party appointed by the Bank, at various stages throughout the contract period. These actions must be completed within the timelines specified by the Bank, without incurring any additional cost to the Bank. The Bidder should comply with Banks' IT/IS policy in key concern areas relevant to the RFP.

16	Review and Testing; Acceptance	As per tentative project delivery schedule/timelines
17	Backup system	The system should have capability of backup and archival as per the Bank's requirement.
18	Training	The bidder should provide mandatory pre-implementation and post-implementation trainings as per financials in Appendix-F. The bidder should arrange for training from OEM to the Bank staff as and when required by the Bank, for the entire duration of the contract at the discovered cost of post-implementation training.
19	Payment schedule	As per Table 12: Payment Schedule

Detailed scope of work:

a) The bidder shall provide complete services for the Enterprise Architecture (EA) tool proposed, such as installation, implementation, integration, management, maintenance, support, audit, compliance, and knowledge transfer.

b) All professional services necessary to successfully implement will be part of the RFP.

c) The Bank shall provide the deployment infrastructure in its private virtualized environment for the implementation of EA tool. The public cloud-based solutions should not be proposed under this bid.

d) Migration of existing EA tool data to the proposed solution. Import data, past activity feed, user logs, history, diagrams, attachments in all formats for all applications and any other relevant data to ensure no data loss from existing EA tool and generate/create relevant reconciliation/migration reports. Selected SI partner has to successfully complete migration activity, migration audit and closure of the migration audit as per the banks IS policy.

e) Migration of all user profiles, roles and departments from existing tool. The Bidder shall provide a comprehensive EA Tool that meets the functional and technical requirements outlined in RFP and marked as complied by bidder in the evaluation checklist.

f) EA tool proposed under this RFP must be of the latest stable version.

g) Provision of 1-year onsite comprehensive warranty on the EA tool proposed under this RFP from the date of Go-Live, with back-to-back support from the OEM.

h) Post-warranty End-to-End Maintenance & Support (AMS) on-site (SBI office in Navi Mumbai) on the EA Tool for a period of 4 years, i.e. AMS for a total period of 48 months. The proposed cost offered shall be inclusive of all expenses to meet the scope as mentioned in the bid.

i) Any change requests, updates, modifications, enhancements, improvements necessary for compliance with statutory, regulatory, functional requirements including customizations, use cases (identified and new use cases which will be defined from time to time) during the contract period shall be implemented by the Bidder without any additional cost to the Bank. The bidder is required to establish a comprehensive enterprise architecture practice for the Bank as part of this engagement.

1. Procurement of License

a) The Bidder shall supply the enterprise grade EA Tool on an annual subscription/perpetual basis with non-exclusive, irrevocable, concurrent Licenses for Read and Write access. There should not be any license limitations on users accessing Dashboard from various locations of Bank at no extra cost.

b) OEM shall issue a certificate guaranteeing license validity for the specified seven-year term (5 years initial term + 2 years optional extension).

c) Licenses should be in the name of State Bank of India. The Software licenses proposed for all the components should be independent of hardware or any other limiting factor.

d) License cost should be ascertained considering that Production will be running from PR-DR active-active or active-passive session at any point of time. Non-prod (Development, UAT, Pre-prod etc.) instances shall be configured without any cost to the Bank.

e) The subscription period of the licenses will commence post issuance of production Go-live certificate by the Bank.

f) License Types:

    i. Type A: This license type is for user who actively create, edit and manage content within the repository. License should grant full access to create, read, update and delete objects, diagrams, reports and relationships. Typical users of this type of license are Enterprise Architect, Solution Architects, Business Architects, Data Architects etc.

    ii. Type B: This license type is for users who need to provide input or update specific areas without full modeling capabilities. License should grant create/update rights, often restricted to a specific part of the meta-model like they can only update application metadata or provide lifecycle status but cannot create new business capability models. Typical users of this type of license are Application owners, Business Analysts, Team Leads etc.

    iii. Type C: This license type is for stakeholders who need to access and view the architecture information but do not need to create or edit it. License should grant read-only access to the users. The users can view diagrams, browse repository, run pre-built reports and use dashboards. Typical users of this type of licenses are Business Stakeholders, Project managers, Developers, IT Operations, C-Level Executives etc.

2. Implementation: Installation, Integration and Migration

a) Familiarization training will be conducted for Bank officials to understand the capabilities and workflow in the tool.

b) After familiarization training conducted by the selected bidder, Bank officials will share the customization requirement.

c) Bidder shall provide relevant hardware sizing recommendations for supporting average loading times around 2-3 seconds for pages and 5 seconds for tables and reports.

d) The Bank shall provide the required infrastructure resources (CPU, Memory, Storage) in its private virtualized environment along with OS (Windows and RHEL only) for the implementation of EA tool. The public cloud-based solutions should not be proposed under this bid and if proposed, will not be considered.

e) The selected bidder shall be responsible for supply, installation, configuration, integration, commissioning and maintenance of EA tool and all associated components including but not limited to Application software and middleware, Databases, connectors, APIs etc.

f) The EA Tool should be deployed on the Bank's private cloud (in active-active or active-passive mode) with flexibility to be installed on Bank's public cloud tenant, and the capability to seamlessly migrate to SaaS model on demand.

g) The Proposed Solution should support heterogeneous OS, Database, Hypervisor etc.

h) Enterprise Support for any open-source, third party tool/software/application/ database required for the EA tool must be provided by the bidder.

i) The proposed solutions must be integrated with existing bank infrastructure and Network.

j) EA Tool should have an extensible architecture for easy integration and automation. The architecture should support High Availability and secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices adhering to the applicable policies of the Bank.

k) Proposed solutions should be modular, scalable (horizontally, and vertically) to suffice for future growth.

l) The bidder shall be responsible for configuration and commissioning of the proposed solution on private cloud along with database, storage and any other components required for solution fulfilment of scope.

m) Bidder will have to provide support for all components of proposed solution for troubleshooting and fixing any issues, fine-tuning, apply patches and configurations including but not limited to OS, DB, APIs, application, Application server, Web server etc.

n) The data should be stored as per Information Security Guidelines of the Bank.

o) Application should support masking of required data.

p) The bidder should implement Backup and Restoration strategy according to the Bank's requirement and should be able to integrate backup solution provided by the Bank. Details of Backup and Restoration strategy along with the Backup solution will be shared with selected bidder.

q) The bidder shall provide tool that is compatible with IPv6 and comply with all latest security protocols/industry standards. It shall support TLS 1.3.

r) The bidder should provide cloud native (N-tier architecture) solution and ensure that it can be migrated to any public cloud of Bank's choice with minimal effort.

s) The vendor must provide an alert, notification service. This needs to be in the form of SMS / E-Mails and should be sent to all concerned in the escalation matrix. The bidder should integrate with the Bank's SMS System / Email Service for sharing the alerts /email with the respective Team as per escalation matrix on a proactive basis.

t) The bidder shall ensure that during various phases of implementation, the performance, security, network availability, etc. of the existing network setup must not be compromised.

u) The Bank has a complex infrastructure with multiple resources maintained and managed through multiple vendors. The bidder shall coordinate with all other vendors for seamless integration, implementation and operations.

v) The solution must be capable of integrating with various systems/ applications in the Bank including, but not limited, to SOC, IDAM, PAM, ITSAM, LDAP, ADS, SSO, SIEM, DAM, NAC, AV, EDR etc. at no extra cost.

w) The bidder shall follow all respective technical/statutory guidelines, validations, SCD (implemented, checked and verified) and related reports including SOPs. The bidder must

ensure adherence to different policies of the Bank like IT, IS, API, etc. These policies will be shared with the selected bidder.

x) The bidder shall provide a certificate from the OEM on OEMs letterhead asserting that the product is free from known vulnerabilities, malware or covert channels.

y) The bidder shall also provide a commitment letter from OEM that regular updates to SBOM will be provided to the Bank with each patch/ upgrade/ change and feature addition.

z) The Bidder has to submit Software Integrity Certificate, VAPT Clearance, closure of Migration audit along with certificate from the EA Tool OEM certifying that the tool implementation has been done as per the OEM recommended Standards and best practices as per **Appendix-U** to the Bank. The bidder will receive sign-off after the closure of all observations.

aa) The bidder should keep the bank explicitly informed about the end of support dates of the related products and should ensure support during the warranty and ATS period.

bb) The bidder shall replace and upgrade the out-of-support, out-of-service, end-of-life (EOL), end of support (EOS) component/ Software as soon as the respective OEM announced the same at no additional cost to the bank throughout the contract period. The bidder shall carry out such replacement and upgradation of components (Tools and Software) before the due date.

cc) The bidder will have to share the security testing reports of the product conducted by an independent security agency along with self-certification by OEM related to secure coding practices on annual basis.

dd) The bidder must demonstrate the views, functionalities etc. and provide all the supporting artefacts evidencing the implementation of all the use cases for obtaining signoff from the Bank.

ee) During implementation, the solution will undergo a complete SDLC lifecycle of the Bank including architectural and security reviews followed by user acceptance testing (UAT). Bidder will have to close all the observations of the reviews and testing. Deployment will be done on Production environment post closure of all observations in various reviews and testing.

ff) UAT testing includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests, performance test etc. SBI staff / third Party vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for this purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.

gg) The bidders shall also provide the following documents as part of the deliverables of the project like Manuals of proposed solution, Standard Operating Procedures, Installation and Technical Configuration Documents, Troubleshooting Manual, Guidance for best practices, implementation guidelines, User acceptance test plan, User Guide, Training materials etc.

hh) Import IT Vision and Strategy and map it to business capability and goals in the tool.

ii) Import of existing data for all applications in the Application Portfolio Management module and generate/create relevant reports.

jj) After completion of all necessary activities and submission of all documents, the Bidder shall get the sign-off from the bank.

kk) Bidder has to implement all the capabilities but not limited to those given in **Appendix-C** of this RFP.

ll) Bidder must proactively recommend and implement new capabilities and features in the Bank as they become available in the Enterprise Architecture (EA) tool.

3. **Operations and Maintenance**

a) The Bidder shall offer maintenance service to ensure the EA Tool's performance, reliability and security and provide a dedicated support team available during business hours of the Bank to address any issues or concerns during the engagement period.

b) On-site resources will perform activities that includes but not limited to onboarding of all application of the Bank's on the tool covering business Architecture, Business process Analysis, IT architecture, Asset/Information architecture, Infrastructure Architecture, Application Design, IT Portfolio Management, Model EA diagrams, Infrastructure Diagrams, artefacts and other aspects generations of required reports and required customization in the tool.

c) Non-exhaustive list of use cases given in point 8 of scope of work to be implemented by Bidder. Detailed scope of the use cases and deliverables will be finalized by the Bank with the selected Bidder.

d) Bidder can suggest new use cases as part of the presentation to solve the concerning points of the Banking industry. Whenever there are new use cases or new requirements from the Bank, it should be implemented without any additional cost to the Bank.

e) Bidder will propose new use cases on a quarterly basis during the complete term of the RFP. Bank will finalize the use case to be implemented on a periodic basis.

f) Creation of different workflows/ Adhoc workflows as per Bank's requirement.

g) Post implementation of the solution, the scope of bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches: Troubleshooting and Performance Tuning, Upgrades of supplied software, Advisories on software upgrades and vulnerabilities, DR Drills, VA/ PT Compliance/Audit /Review as per Bank's requirement /Statutory guidelines etc.

h) The list mentioned above is an indicative list; however, the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to the Bank.

i) At any point of time during the Contract period, if the performance of Solution / Software /system/ Service / License / subscription etc., procured and supplied under this RFP is found to be not satisfactory as per the Bank's expectation measured in this RFP, then the Bidder and respective OEM shall be responsible to upgrade the Solution / Software / Service / System / License / subscription etc., to meet the Bank's expectations at no extra cost to the Bank.

j) Onsite resources must submit an interim report for observed problems/issues in the format prescribed by the Bank, within 24 hours. A detailed Root Cause Analysis (RCA) report is also required within 7 days. Delays past these timelines will result in penalties as outlined in Appendix-J.

k) Onsite resources shall report incidents and submit respective RCA in ITSAM and in format prescribed by the Bank.

l) Every change/ modification/ upgradation etc. in the solution will undergo a complete SDLC lifecycle of the Bank including architectural and security reviews followed by user acceptance testing. Bidder will have to close all the observations of the reviews and testing. Deployment will be done on Production environment post closure of all observations in various reviews and testing.

m) The Bidder shall provide version updates and upgrades of the product as and when released by the OEM during the entire contract period at no additional cost to the Bank. The Bank must be notified of new version releases via newsletter and email. Migration to new version should ensure backward compatibility with all existing data, diagrams, reports, artefacts, components of EA tool. Version update/upgrade shall be done only after the approval from the Bank. Bidder

shall support the existing/previous version as per SLA terms until upgradation is approved by the Bank at no extra cost to the Bank. Bidder will have to ensure successful completion of migration audit after every upgrade and share migration report.

n) The Bidder shall proactively suggest enhancements and improvements to the EA Tool based on industry trends and user feedback and participate in regular review meetings to assess the tool's performance and discuss potential upgrades and optimizations.

o) The Bidder shall implement the EA tool adhering to Bank's BCP (Business Continuity Planning) standards along with Bank's backup policy or any other applicable policy. The bidder shall make DR to be made identical to DC and able to run with active-active or active-passive setup with full load at any point in time. The bidder shall do DC and DR cutover for the solution running from DR and DC respectively as per Bank's policy and submit a report to the Bank.

p) The Bidder shall be responsible for resolving any issues in the EA Tool and must provide resolution as per the defined timelines and will also be responsible for any coordination/ intervention required with the OEM. The bidder must have an arrangement with the OEM such that the bidder/ Bank' SI/ Bank should be able to log and track a call with the OEM directly.

q) The onsite support resources shall assist Bank officials with the functionality of the EA Tool, helping them navigate the system and utilize its features effectively. They shall conduct ad-hoc training sessions or refresher as needed for new or existing users of the EA Tool and provide one-on-one or group support to address specific user needs or challenges.

r) Onsite support resources shall provide immediate technical support for users of the EA Tool, addressing all issues and act as the first point of contact for troubleshooting and resolving issues related to the EA Tool.

s) Onsite support resources shall perform routine administrative tasks, such as user account management, permission settings, tool configurations etc. They shall monitor system health and performance, ensure regular backups and restoration testing are performed and that data is stored securely and escalate issues to the EA Tool vendor if necessary.

t) The onsite support resources shall serve as the primary onsite liaison between the Bank and the Bidder/ EA Tool OEM. They shall communicate any issues, feature requests, or feedback from users to the EA Tool vendor and coordinate with the vendor during updates, upgrades, or major system changes to ensure minimal disruption to Bank users.

u) Onsite support resources would handhold the Bank's officials and involve in creation and maintenance of EA artefacts in tool, perform day to day activities, implement use cases, application support and continuously strive to improve the EA objectives

v) The onsite support resources shall identify opportunities for improving the efficiency and effectiveness of the EA Tool and provide feedback to both the Bank and the EA Tool OEM on potential enhancements or optimizations. They shall also participate in regular review meetings to discuss tool performance, user feedback, and upcoming changes or upgrades.

w) The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, data dictionary, system/database administrative documents, debugging/ diagnostics documents, test procedures, SOP etc. The bidder shall share all kinds of procedures/ documents upon any level or version changes, clarification, corrections and modifications in the above-mentioned documents in a timely manner.

x) Bidder has to submit Weekly progress/status reports and attend Biweekly Steering Committee reviews conducted by the Bank. SLA adherence for integration latency, migration accuracy, and dashboard performance is reviewed by the Bank for better Governance and Quality in operation.

y) If during the contract period, the solution is not performing as per this RFP, the bidder shall upgrade/ enhance the solution or put additional services/resources and reconfigure the system without any extra cost to the bank till such shortcomings are fixed.

z) In case of any unforeseen circumstances, if there is a need of reinstallation of EA Tool in the existing system, then Bidder has to perform the reinstallation along with the required configuration of EA Tool without any additional cost to the Bank.

aa) Bidder has to implement all the capabilities but not limited to given in Appendix-C of this RFP.

bb) Bidder must proactively recommend and implement any new capabilities and features in the Bank as they become available in the Enterprise Architecture (EA) tool during entire duration of the contract.

cc) The upkeep and revision of all the documents/manuals as mentioned in scope of work of this RFP should be done by the onsite resources from bidder and OEM jointly during entire contract period.

dd) The bidder has to arrange to conduct Preventive Maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics of the product) by OEM once within the first 15 days of every 3 (Three) months during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the bidder recognizes Bank's operational needs and agrees that Bank shall have the right to require the bidder to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. The OEM has to submit the certificate of completion of this activity.

4. Security and Compliance

a) The Bidder shall comply with all the recommendations / close all the vulnerabilities related to all components of the solution including OS, DB, Application, API, Web Servers, Application Servers etc. reported in the various security reviews, IS audit, UAT, VAPT etc. conducted by the Bank, regulators, Bank's appointed third parties at various stages during the contract period without any additional cost to the Bank. The onsite support resources shall coordinate with the teams concerned for timely closure.

b) The Bidder shall ensure that the EA Tool along with all other components complies with all relevant industry standards, regulations, and IT security requirements.

c) The Bidder shall be responsible for bug fixes, applying patches (critical/non-critical) and updates to keep all the solution environments up to date as per the Bank's policy.

d) The bidder should ensure compliance with various standards like ISO 27001:2022.

e) The solution deployment should be compliant with Bank's, IT, IS, API and Cyber-Security policies, internal guidelines, regulatory standards and countrywide regulations and laws etc. from time to time.

f) The URLs of the management server/software of proposed solution should be accessible on HTTPS/TLS 1.3 or latest Protocol with valid SSL certificate.

g) The Proposed solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the bank, regulators, Govt. of India or any other Govt agencies, it should be patched within prescribed time by the Bank.

h) The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and the Source code certificate should be submitted to the bank as per the related format.

i) Bidder should share the certificates and reports from OEM as per the Bank's requirement.

5. Customization and Documentation

a) The Bidder shall perform Configuration Customization/Modifications in the EA tool by developing any necessary custom modules, scripts, or interfaces to ensure seamless integration with other enterprise systems. Customization includes but not limited to addition/enhancement of fields, workflows, pages, reports, dashboards, API, integrations, validations, diagrams, frameworks etc. OEM should perform any code level changes in their product to meet the requirement of the Bank.

b) EA tool should support implementation of C4 (Context, Container, Component and Code) model.

c) Enterprise level landscape and drill down views to meet the Bank's requirements should be created and enhanced during the period of the contract.

d) Customization to automate reports by scheduling, set-up daily, monthly, quarterly and annual reports or Adhoc reports with ability to email specific reports to target audience.

e) Formula based calculations/changes to be implemented whenever required e.g. Calculation of risk rating.

f) The repository provides search and query functionality that can be executed and results available for export in standard formats like excel, csv etc.

g) Exported model artefacts must automatically embed essential details such as application name, application owner name, date of creation, current date, current time etc. as per the Bank's requirement within the artefact.

h) Customization of various dropdown values, existing objects/additions of new symbols/icons/labels.

i) Creation of multiple EA portals for general users and executive officials based on sensitivity, need to know basis along with RBAC.

j) Customization of existing reports/creation of new reports. Interactive dashboards with provision to further drill down the report.

k) The Bidder shall ensure that all customizations are well documented and supportable in future tool upgrades.

l) Support data analysis/validation/correction to improve data quality.

m) The Bidder shall prepare and submit all relevant detailed documents, specific to the Bank as and when required.

n) The onsite support resource shall maintain the logs of issues reported, resolution provided, and any other relevant activities and generate regular reports on system usage, user satisfaction and technical issues. They shall also document any local customization, configurations, and support services.

6. Training Requirement

The bidder shall ensure that all training as per below are conducted directly by the OEM master trainers.

a) Mandatory Pre-Implementation Training:
   i. The OEM shall conduct one Pre-Implementation training program prior to commencement of implementation activities.
   ii. The training will involve detailed familiarization with the proposed EA Tool, its capabilities, features, and other functional aspects.

    iii. The tentative Batch size of this training shall be around 20-25.

    iv. The duration of this training shall be decided by the bidder/OEM and the Bank.

    v. This training shall be conducted onsite at a venue provided by the Bank.

    vi. The bidder shall provide a rate card for the same in a commercial bid. Payment will be released to bidder on successful completion of pre-implementation training.

b) Mandatory Post-Implementation Training:

    i. After successful implementation and go-live, the OEM shall conduct post-implementation training.

    ii. The objective of this training will be to ensure that the end-users, architects, administrators, and EA Tool team are fully equipped to effectively use, manage, customize and maintain the proposed EA Tool.

    iii. The tentative Batch size of this training shall be around 40-50.

    iv. The duration of this training shall be a minimum of 10 days, with 8 hours per day.

    v. The training duration may be increased by the Bank, for a further 10 days, if the above training is not found to be sufficient.

    vi. This training shall be conducted onsite at a venue provided by the Bank.

    vii. The bidder shall provide a rate card for the same in a commercial bid. The cost for these training will be fixed for the entire duration of the contract.

c) The bidder shall establish and maintain cadence for periodic knowledge sharing on product roadmap, best practices, use cases, and new features which may include OEM certification, Hands-on Labs, seminars, webinars etc. without any additional cost to the Bank.

d) The bidder shall provide training on version updates and upgrades without any additional cost to the Bank.

e) The Bidder/ OEM shall provide the following, free of cost, as part of training obligations:

    i. Training manuals, handouts, and digital learning content.

    ii. Access to training environment/ sandbox.

    iii. Training completion certificates to all participants.

7. On-Site Support

a) Initial implementation including migration from existing tool to proposed tool must be done by onsite resources from OEM. One dedicated OEM Enterprise Architect as mentioned in Table:10 will work with bidder's team for identification and implementation of selected use cases.

b) Enterprise Architect from OEM is required for the entire duration of the contract. The resource is expected to perform advisory and consultancy work along with responsibilities mentioned in Table 10: Role, Engagement, Resource Count, Experience and Skill Requirement

c) The bidder to provide all resources mentioned in RFP within one week from the date of acceptance of PO.

d) The bidder should submit the required onboarding documents of the resources deployed for On-Site support services. The Bank reserves the right to conduct interviews and select the resources proposed by the successful bidder before deployment.

e) The bidder will submit BGC (Background Check) as per the prescribed format of the Bank and PVR (Police Verification Report) applied for copy within 7 (seven) days of on-boarding of resources. Police Verification Report duly issued by Police authorities shall be submitted within 90 days of onboarding of resources.

f) Biometric of resources will be captured at the time of onboarding for the purpose of attendance.

g) The Bank will not consider substitution of resources during the engagement period mentioned in respective PO unless for reasons such as death or medical incapacity or unauthorized absence more than10 working days or if the professional staff has left the Bidder's organization.

h) In case the resource is unable to work due to medical incapacity, a certificate is to be provided from a registered medical practitioner within a week of such incident. In case of substitution mandated due to reasons stated, a notification should be provided by Bidder within seven days of such event.

i) In case substitution is mandated due to resource leaving Bidder's organization or being on unauthorized absence for more than 10 working days, substitute resources are to be provided to the Bank.

j) Placement of substitution resources have to be made at least one month before the date of the discharge of the resource leaving the work assigned by the Bank under respective PO.

k) The resource leaving the work assigned by the Bank under respective PO shall be required to provide knowledge transfer as per job card for at least a month.

l) The Bank will not make payment for the substitution resource during transition and knowledge transfer period.

m) In case the transition and knowledge transfer period of one month is completed before the completion of the notice period, then the existing resource can leave and payment will be made only for the substitution resource after the completion of transition and knowledge transfer period.

n) The total working days in a month will be the total number of banks working days in a month.

o) Prior approval of the Bank would be required in case the resource is unable to attend office on time or leave early on a particular working day.

p) The selected bidder shall ensure and maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever reasons (like company policy, workhour limitations, leave, sickness, recess, interval, training etc.). The bidder shall provide all resources as mentioned below throughout the contract period (alternate to be provided in case of any planned/ unplanned leave without any additional cost such as travelling, lodging, etc.).

Table 10: Role, Engagement, Resource Count, Experience and Skill Requirement

Role, Engagement and Resource Count	Experience and Skill requirement	Responsibility
Role: **EA Tool SME** Engagement: **Full Time Onsite from Bidder** Resource Count: **1**	• Minimum 8 years out of which minimum 5 years hands-on experience on proposed EA Tool. • Deep Knowledge of EA tool proposed under this RFP and a good understanding of Security, Risk and Compliance.	i. Act as the primary point of contact for technical issues and problem-solving, and in-depth questions related to the tool from end users. Escalation and co-ordination with OEM and support metrics like resolution time, Escalation rate etc. ii. Ensure migration from existing tool to proposed tool with zero data loss. Document migration plan. Reconciliation Report generation after migration and Closure of Migration Audit. iii. Create, maintain, and update accurate and user-friendly technical documents (including performance tuning, and documentation of recurring issues), SOPs, guides, training materials etc. in the format mandated by the Bank, as applicable. iv. Document and share the detailed RCA (Root Cause Analysis) for identifying the underlying causes of a problem/issue or event. v. Conduct workshops and one-on-one sessions to educate team members on the tool's best practices, new features, and optimal use. vi. Offer expert advice during project planning, development, and testing to ensure deliverables meet technical requirements and stakeholder needs. vii. Identify opportunities to enhance workflows, automate tasks, and improve overall operational efficiency by leveraging the tool's capabilities along with Performance tuning of the tool. viii. Continuously research and learn about updates, new features, and best practices to ensure the organization is using the tool effectively. ix. Oversee the planning, execution, and testing of tool upgrades and integrations with other systems of the Bank that includes but not limited to PAM, IDAM, SIEM, DAM, AD, LDAP, SSO, EIS, NAC, AV, EDR etc. x. Creation of API (Publish and Consume) and customization and creation of workflows, data fields, dashboards etc. Generation of reports (periodic, adhoc, manual, automated) etc. xi. Manage and Guide Technical Support team. Ensure the solution is in compliance with the Bank's policies like IT, IS, API etc. Coordination with the concerned teams for and timely closure of VAPT, CSR and IS Audit observations and any other audits raised in the solution pertaining to OS, DB, APP, APIs etc. Manage the implementation of SCDs (Secure Configuration

		xii.	Document) and any other configurations, customizations as mandated by the Bank and submit the report.
			Coordination with different stakeholders to perform Backup and restoration activities, VM snapshots, DR drill activities etc.
		xiii.	Oversee and manage the administration of all components in the solution including but not limited to OS, DB, Application etc.
Role: **Enterprise Architect** Engagement: **Full Time Onsite from Bidder** Resource Count: **1**	• Minimum 10 years out of which minimum 7 years in implementation of EA practices and EA maturity. • TOGAF 9.2 or higher certification, Archimate modeling, EA Governance knowledge	i.	Develop a comprehensive, long-term technology and data strategy that aligns with overall business goals and objectives for Improved business-IT alignment and continuously improve and enhance EA maturity of the Bank.
		ii.	Creation of EA roadmap and practices.
		iii.	Propose new use cases on a quarterly basis.
		iv.	Implementation of use cases according to the timelines approved by the Bank.
		v.	Translate business needs into technical solutions by creating and maintaining an enterprise architecture roadmap. This includes visualizing current ("as-is") and future ("to-be") states of the architecture.
		vi.	Establish and enforce architecture governance frameworks to ensure IT applications adhere to standards, policies, and regulatory requirements.
		vii.	Research new technologies like AI and cloud computing to determine their potential value for the organization and drive innovation, lower technical debt and enhance business agility
		viii.	Analyze and rationalize the organization's application portfolio to identify redundant or outdated technologies, reduce complexity, streamline systems, and reduce IT spending and optimize cost.
		ix.	Act as a bridge between technical teams and business stakeholders, effectively communicating complex technical concepts to non-technical audiences.
		x.	Tracking compliance with industry standards and regulations across the IT landscape.
		xi.	Creation and maintenance of clear, documented architecture models that provide value to different teams.
Role: **Technical Support Engineer (DB Admin, OS Admin, Web Server Admin, Application Server Admin, Developer, Application**	• Minimum 2+ years in relevant field.	i.	Manage and troubleshoot EA Tool application
		ii.	Installation of patches, perform configuration and modifications, fix bugs and issues. Perform upgrades of tool, OS, DB etc.
		iii.	Creations of scripts, queries, Backup and restoration, DR drill activities etc.
		iv.	Implementation of SCDs (Secure Configuration Document) and any other configurations, customizations as mandated by the Bank and submit the report.
		v.	Closure of VAPT, CSR, and IS Audit observations and any other audits raised in the solution pertaining to OS, DB, APP, APIs etc.

Admin) Engagement: **Full Time Onsite from Bidder** Resource Count: **2**		vi. Ensure audit and statutory compliance and perform patch installations, track, fix bugs and issues, Develop and execute automation scripts as per Bank's requirement; vii. Monitor platform performance and maintain documentation of recurring issues and implement the performance tuning of the tool. viii. Perform administration of all components including but not limited to OS, DB, Application etc.
Role: **Business Architect/ Data Architect** Engagement: **Full Time Onsite from Bidder** Resource Count: **1**	• 10 years out of which minimum 7 years in implementation of specific domain strategies • CBAP/TOGAF Business Architecture	Business Architect: i. Translate the business strategy into a comprehensive and actionable architectural plan. ii. Create, maintain, and manage the business architecture blueprint, which outlines the organization's structure and operations. iii. Develop long-term roadmaps to guide the organization from its current state to a desired future state. iv. Facilitate communication and build consensus among business leaders, IT, and other stakeholders to ensure alignment on strategic goals. v. Identify and document the organization's business capabilities to provide a common understanding of what the business does. vi. Ensure new capabilities do not negatively impact existing ones and support the overall investment strategy. vii. Conduct analysis to identify discrepancies between the current and future states of business capabilities. viii. Visually represents the flow of activities that deliver value to the Bank and identify bottlenecks. ix. Analyze current business processes to find opportunities for greater efficiency and effectiveness. x. Decompose the company's strategy into tactical approaches and ensure that core processes transcend functional boundaries. xi. Evaluate new technologies and business models to identify opportunities for growth and innovation. xii. Lead or guide business transformation initiatives, ensuring changes are implemented smoothly and align with the overall vision. xiii. Review and assess the impact of proposed projects on existing capabilities and functionalities. xiv. Manage business architecture practice by formalizing the methodology, governance, and tools. xv. Translate complex topics into actionable recommendations for different audiences, from executives to technical teams. xvi. Create and maintain architectural artefacts, such as models and diagrams, to provide a clear view of the organization for decision-making. Data Architect:

		i. Create conceptual and logical data models and design the architecture for databases, data warehouses, data lakes, and other data systems. ii. Establish policies, standards, and procedures for how data is collected, stored, integrated, and governed. iii. Implement security measures to protect sensitive information and ensure that data practices comply with regulatory standards. iv. Design and implement processes for integrating data from various internal and external sources, including APIs. v. Identify and resolve performance bottlenecks, optimize queries, and ensure the data infrastructure is efficient. vi. Work with business leaders, data scientists, and engineers to translate business requirements into technical solutions and align data strategy with business goals. vii. Choose appropriate database management systems (DBMS) and other technologies to meet organizational needs.
Role: **Enterprise Architect & EA Tool SME** Engagement: **Full Time Onsite from OEM** Resource Count: **1**	• Minimum 12 years out of which minimum 8 years in implementation of EA practices and EA maturity. • TOGAF 9.2 (or higher) certification or equivalent certification. • Minimum 5 years hands-on experience on proposed EA Tool. • Certification in proposed EA tool, EA Governance knowledge	i. Assist the selected bidder for the end-to-end strategic and technical functions associated with the EA initiative. ii. Assist the Bank in defining and maintaining the enterprise architecture strategy, target state, roadmaps, and governance model. iii. Ensuring compliance with organizational standards, regulatory frameworks, and EA principles. Support Bidder in driving EA adoption. iv. Actively participate in Architectural Review Board/Committee of the Bank. v. Overseeing technology lifecycle management, application portfolio management, risk assessment, and integration alignment. vi. Engaging with business and IT leadership for strategic decision-making and architectural alignment. vii. Responsible for Comprehensive management/execution of all functions associated with EA and SME role mentioned above in the table and ensure efficient execution.

The Bidder shall arrange temporary resources (if required) for activities/use cases mentioned under scope of work at no extra cost to the Bank.

Place of Work: All above onsite resources will be stationed at SBI premises at Navi Mumbai or any other location in India as per the requirement of the Bank.

Details of Service Window for Bidder and OEM team:

  a) Business Hours and Support Hours: As per SBI GITC working hours.
  b) Business Days and Support Days: As per SBI GITC working days
  c) Holiday Calendar: As per SBI GITC holiday Calendar.
  d) Exception: In case of any urgent requirement/exigencies, the resources must work on holidays or extra on working days without any additional cost to the Bank.

Note:

  1. Bidder should submit detailed escalation matrix from Bidder as well as OEM with the escalation extending up to the Chief Executive Officer (CEO) level.
  2. Bidder must provide two separate escalation charts that clearly delineates communication channels for both the bidder's team and the associated OEM.
  3. Bidder should make the highest tier of support arrangement with OEM for the Bank. Call logging to OEM should also be available with the Bank.
  4. Bidder should ensure to arrange alternative resource on leave with equivalent experience and skillset.

8. Non-Exhaustive Use cases:

Every use case will be considered as an individual project during the contractual period. The Scope of work and timelines will be mutually agreed and will be reviewed quarterly as this is imperative and linked to achieving EA maturity for the organization:

i. **IT Portfolio Management (IT-PM)**
Scope
  a) Create centralized repository of all business applications, technology components, and integrations.
  b) Capture attributes such as ownership, lifecycle, business criticality, dependencies, and technology stack.
  c) Enable capability to link business processes, technologies, etc. to each application.
  d) Maintain Application Lifecycle.
  e) Enable custom scoring mechanism.
  f) Rationalization of IT-PM fields.

ii. **IT Architecture Management**
Scope
  a) Enable users to design, visualize, and maintain diagrams using standard notations (ArchiMate, UML, BPMN).
  b) Support reusable components and templates.
  c) Enable version control and audit trail for architecture artefacts.
  d) Architecture Diagram Modeling covers Application, Integration, Deployment, Logical, and Physical views.

iii. **Impact Analysis of Change**
Scope
  a) Enable dependency mapping across applications, technologies, processes, and data.
  b) Provide impact visualization for proposed changes.
  c) Automate "what-if" scenario analysis using dependency graphs.

iv**. Technology Debt and Obsolescence Management**
Scope
  a) Identify obsolete technologies and unsupported software versions.
  b) Maintain technology lifecycle catalog (end-of-life/end-of-support data).
  c) Enable risk scoring and remediation tracking for technology debt.

v**. Reports & Dashboards**
Scope
  a) Design operational, tactical, and CXO dashboards for IT portfolio, obsolescence, and architecture health.
  b) Integrate with BI tools if required (Power BI, Tableau, etc.).
  c) Provide real-time and drill-down capability.
  d) Develop dashboards to show capability heatmaps (e.g., business criticality, performance, risk exposure).
  e) Enable "drill-down" visualizations (e.g., clicking a capability shows underlying applications and technologies).
  f) Implement color coding for capability maturity or investment priority (e.g., red = weak, green = optimized).

vi**. Custom and multi framework Implementation**
Scope
  a) Configure meta-models, metaclasses, and metadata according to enterprise standards.
  b) Customize reports, dashboards, and diagrams using tool APIs or low-code environment.
  c) Ensure upgrades do not break customizations.

vii**. Reference Architecture & Capability Model**
Scope
  a) Build reference architecture templates per domain (Payments, CRM, Channels, Core Banking, etc.).
  b) Establish governance workflow for model approval and reuse.

viii**. Bank-on-a-Page View (Capability-Based)**
Scope
  a) Aggregate business capabilities, processes, and supporting systems into a "Bank-on-a-Page" visual map.
  b) Provide drill-down navigation into details.

ix**. Architecture Landscape Simplification / Rationalization**
Scope
a) Identify redundancy, duplication, and consolidation opportunities for applications.
b) Perform TIME analysis (Tolerate, Invest, Migrate, Eliminate).
c) Recommend target-state simplification roadmap.
d) Application Portfolio Rationalization

x**. Business Process Modeling**
Scope
a) Model business processes using BPMN or equivalent standard.
b) Map processes to business capabilities, applications, and data.
c) Link processes with applications, roles, and data entities.
d) Enable simulation of process performance metrics.
e) Identify process inefficiencies and automation opportunities.
f) Create KPIs for business performance tracking.

xi**. Workflow Management – Governance and IT Portfolio**
Scope
a) Design and implement governance workflows for artefact approvals, portfolio review etc.
b) Enable configurable workflow engine integrated with email and task management.

xii**. Business Capability Matrix**
Scope:
a) **Define Capability Framework:**
- Identify and finalize business capability hierarchy (Level 1, Level 2, Level 3) aligned to the enterprise's operating model (e.g., "Customer Management," "Payments," "Lending," "Risk & Compliance").
- Adopt or adapt TOGAF / BIAN / APQC models for standardization.
- Capture capability ownership, performance KPIs, and maturity levels.
- Document and analyze business processes, value streams, and organizational capabilities to align IT strategy with business goals.
- Support capability maturity scoring and visualization.
b) **Establish Capability Relationships:**
- Map each capability to supporting business processes, applications, technology platforms, etc.
- Define dependency and relationship rules within the EA tool's metamodel (e.g., "Capability ↔ Application," "Capability ↔ Process").
- Configure relationships so that any change in application or technology auto-updates dependent capabilities.
c) **Integration with Portfolio and Rationalization:**
- Link capability data with IT Portfolio and TIME model outputs for prioritization.

- Enable "what-if" simulations — e.g., impact of retiring an application on business capability delivery.

d) **Governance and Maintenance:**

- Define capability update process and ownership per business unit.
- Integrate capability health metrics into CXO dashboards.

xiii. **Automation, Analytics & AI**

a) Advanced Analytics and AI: Predictive Analytics, anamoly detection and AI driven recommendations for architecture optimization.

b) GenAI based/Natural Language Query Assistant: AI assistant to query repository ("show me all applications supporting credit risk analysis").

c) Automated Discovery: Application discovery and inventory automation using (but not limited to) CMDB, cloud platforms, API, network scans etc.

9. **Other Initiatives:**

- This engagement should include:

  - Application inventory and lifecycle

  - Business capabilities & processes

  - Technology components & standards

  - Interfaces and integrations

  - Bidder & OEM must configure the EA tool, define the metamodel, establish repository governance, and populate initial baseline content.

- Bidder must maintain enterprise-standard artefacts including:

  - Capability models

  - Application and technology standards

  - Reference architectures

  - Integration and cloud patterns

  - Conceptual Data Models

  - Solution architecture templates

  - Future state architecture blueprints

  - Cloud adoption strategies

  - Innovation and emerging technology assessment

Bidder must develop these templates and ensure consistency, quality, and reusability across teams.

- Bidder should enable

    - Technology lifecycle management (EoL/EoS)

    - Application and platform rationalization

    - Technical debt tracking

    - Enterprise-wide technology standards, blueprints, and patterns.

    - A centralized EA repository accessible to all stakeholders.

    - A single vocabulary and set of models shared across business and IT.

    - Reduced silos and improved alignment.

TENTATIVE PROJECT DELIVERY SCHEDULE/TIMELINES:

Table 11: Project Delivery Schedule/Timelines

Phase	Milestone	Deliverables	Timeline
Phase 0	Purchase Order (PO)	• Issuance of PO	P0 date
Phase 1	Project Initiation, Plan and Deployment of Onsite Resources	• Project Kick off meeting with Stakeholders • Familiarization training • Requirement Gathering and sign off requirements. • Submission of detailed project plan (HLD and LLD) that includes timeline for installation, setup, implementation, migration, integration and Go-Live. • Details of infrastructure requirements from the Bank. • Allocation of vendor Resources for implementation of solution. • Approval from Bank officials on submitted plan.	P0+2 weeks
Phase 2	Solution delivery and implementation in UAT	• Licensing Documents: including terms of use, SLAs and Vendor support contact information. • Environment setup (Servers, Databases etc.) • Installation of EA Tool solution. • Tool configuration, Integration with Bank's IT systems (AD, SSO, LDAP, NAC, PAM, ITSAM, EDR, AV, SIEM, DAM etc.). • Implementation of security controls like SCD as per Bank's guidelines. • Customization required for migration, Migration in UAT. • Testing by independent UAT department and fixing of bugs and issues. • E&TA and ISD review and closure of observations.	P0+6 weeks

Phase 3	Solution delivery and implementation in Production	• Environment setup (Servers, Databases etc.) • Delivery of EA Tool license. • Installation of EA Tool solution. • Tool configuration and integration with Bank's IT systems (AD, SSO, NAC, LDAP, PAM, IDAM, ITSAM, EDR, AV, SIEM, DAM etc.). • Implementation of security controls like SCD as per Bank's guidelines. • Customization required for migration, Migration of data in production. • E&TA and ISD review and closure of observations. • Documentation of deployed procedures. • Go-live	P0+8 weeks
Phase 4	Training	• Training to Bank Officials	P0+12 weeks
Phase 5	On-Site Support and Implementation of Use cases	• Perform day-to-day activities as per Scope of RFP. • Implementation of all remaining points as per Scope. • Dashboard creation as per the Bank's requirement. • Customization as per Bank's requirement. • Training and Skill enablement • Implementation of use cases.	Ongoing

PAYMENT SCHEDULE:

Table 12: Payment Schedule

Sr. No.	Description	Terms of Payment
1	EA Tool Supply and License Cost	In case of subscription-based licenses: Payment for EA Tool license that include comprehensive warranty will be made after Go-Live as per Project Milestones for the first year. The subscription date of the licenses will commence post issuance of production Go-live certificate by the Bank. Annual Payment for licenses that include comprehensive AMC for the subsequent years will be released after renewal of license subscription by the Bidder. In case of perpetual licenses: The license cost including comprehensive warranty will be considered for payment will be the cost per license per year as

		calculated in Appendix-F (Table 14: Cost of License and Warranty and AMC).
		Payment for EA Tool license will be made after Go-Live as per Project Milestones for the first year. Annual Payment of license including AMC for the subsequent years will commence after one year from Go-Live date.
		Note: In the case of extension of contract, the cost of perpetual licenses will not be paid beyond 5 years. Only AMC cost will be paid for extended duration of the contract for perpetual licneses.
2	Cost for implementation (Including Installation/ setup/ Initial Customization/ Testing/ Deployment/ Integration/ Go Live)	80% after successful Go-Live and sign off from the Bank. 20% after completion of the warranty period.
3	Cost for on-site support resources	Payment will be released at the end of each quarter in arrears against the invoice. Payments will start after successful implementation of the project and acceptance by the Bank.
4	Training	Training cost will be released after successful completion of training

- Provision of 1-year onsite comprehensive warranty on the EA tool proposed under this RFP from the date of Go-Live, with back-to-back support from the OEM.
- Post-warranty End-to-End Maintenance & Support (AMS) on-site (SBI office in Navi, Mumbai) on the EA Tool for a period of 4 years, i.e. AMS for a total period of 48 months.
- No advance payment will be released against purchase order.
- The bidder is expected to submit the invoices within 30 days of execution/completion of work.
- The bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

Appendix-F

Price Bid

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

Please note – All amounts mentioned hereunder has to be in INR only.

Name of the Bidder:

Table 13: Summary of Total Cost of Ownership

Sr. No.	Cost Component	Amount
1	Cost of License and Warranty and AMC (A)	
2	Cost of Implementation (B)	
3	Cost of Training (C)	
4	Cost of Onsite Support (D)	
	Total (This will be the Total cost of Ownership (TCO)/Total Project Cost)	

A. License

Type of License proposed by the bidder: Subscription or perpetual

Table 14: Cost of License and Warranty and AMC

Sr. No.	Item	Quantity(Q)	Cost per license per year (INR)(R)	Total Cost for 1 year (INR) S= (Q*R)	Total Quote (INR) T=(S*5)
1	Type A Licenses (As defined in Scope of Work: Procurement Section) including Comprehensive warranty and AMC.	20			
2	Type B licenses (As defined in Scope of Work: Procurement Section) including Comprehensive warranty and AMC	30			
3	Type C licenses (As defined in Scope of Work: Procurement Section) including Comprehensive warranty and AMC.	Unlimited			
				Sub-Total A (INR)	

Note:

   i.   *Cost per license quoted above will be used by the Bank to procure additional licenses whenever required during the period of contract.*
  ii.   *If the bidder quotes perpetual license, the total cost of such license shall be amortized/ equally distributed over a period of five (05) years for the purpose of commercial evaluation.*
 iii.   *Cost of license includes warranty and AMC. The warranty as well as AMC would be comprehensive in nature and with back-to-back support from the OEM. The bidder will warrant the product(s) against defects arising out of faulty design, materials and media workmanship etc. The bidder will provide support for other preinstalled software components during the warranty and AMC period of the product(s) as well. The cost of warranty and AMC should not be more than 15% of License cost.*
  iv.   *Sub-Total A is total cost of Licenses and Warranty and AMC for 5 years.*

B. Cost of Implementation

Table 15: Cost of Implementation

Sr. No.	Item	Total Quote (INR)
1	Implementation Cost- Installation, setup, configuration, integration, migration of old data and artefacts along with implementation of EA use cases and scope given in Appendix-E.	
	Sub-Total B (INR)	

Note: The implementation cost is one-time payment for the entire duration of the contract.

C. Training

Table 16: Cost of Training

Sr. No.	Item	Cost of training
1.	Mandatory Pre-Implementation Training	
2.	Mandatory Post-Implementation Training	
	Sub-Total C (INR)	

Note:
   i.   *Training cost should not be more than 1.5% of annual TCO.*

D. Onsite Support

Table 17: Cost of Onsite Support

Sr. No.	Item	Quantity (Q)	Monthly Rate per resource (X) (INR)	Annual Cost of Resources (INR) Y=Q*X*12	Total Quote (INR) Z=Y*5
1.	EA Tool SME	1			
2.	Enterprise Architect	1			
3.	Technical Support Engineer (DB Admin, OS Admin, Web Server Admin, Application Server Admin, Developer, Application Admin)	2			
4.	Business Architect/ Data Architect	1			
5.	Enterprise Architect & EA Tool SME	1			
	Sub-Total D (INR)				

Note:

    i.   *Resources Cost will be paid quarterly in arrears.*

    ii.   *The bidder shall be responsible for providing all resources during the contract period. Resources mentioned at Sr. No. 1 to 4 are the direct employees of the bidder and resource at Sr. no 5 must be direct employee of OEM and to be arranged by the bidder.*

    iii. *If required, the Bank may hire additional resources at the above cost during the period of the contract.*

    iv. *Sub-Total D is total cost of resources for 5 years.*

    v.   *Total Cost of onsite resources should not be more than 50% of TCO.*

Breakup of Taxes and Duties

Table 18: Breakup of Taxes and Duties

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

Name & Signature of authorised signatory

Seal of Company

Not Applicable

Appendix -H

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____201 by _____ (Name of the Bank) _____ having its Registered Office at _____and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at Enterprise and Technology Architecture, 2nd Floor, Kapas Bhawan, CBD Belapur, Navi Mumbai hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Software Solution/ Service) (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422** dated **17/12/2025.**

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

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

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

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs._____/- (Rupees _____only).

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee, shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.

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

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

i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

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

Notwithstanding anything contained herein above:

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

Yours faithfully,

For and on behalf of the bank.

_____
Authorized official

Appendix -I

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

Date:

M/s._____

_____

Sub: Certificate of delivery, installation and commissioning

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

    a) PO No._____ dated _____ ___
    b) Description of the Solution _____
    c) Quantity _____ _____
    d) Date of installation_____
    e) Date of acceptance test _____
    f) Date of commissioning _____

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

    S. No.   Description Amount to be recovered

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

4. Service Provider has fulfilled his contractual obligations satisfactorily

                                         or

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

    (a)

(b)

(c)

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

Signature   _____

Name   _____

Designation with stamp _____

_____

<div align="right">**Appendix-J**</div>

Penalties

The bidder has to ensure the EA Tool should comply the RFP/SLA terms and penalties will be imposed on breach of RFP/SLA terms as mentioned below.

All penalties will be concurrent and cumulative and will not exceed 20% of total billing for that billing cycle. Penalty will be calculated on monthly basis.

In the event of simultaneous multiple SLA violations, concurrent penalties will be charged as per applicability.

1. **Project Delivery Schedule/Timeline SLA**

Bidders need to comply with the Project Delivery Schedule/Timelines mentioned in Appendix-E of the RFP. In case there is any delay in delivery then penalty will be charged as per below table:

Table 19: Penalties on Missing Project Delivery Schedule/Timelines

Description	Penalty Rate	Penalty
Project Delivery Schedule/Timelines	Delivery in agreed Timeline	No Penalty
	Delivery with delay of less than 2 weeks from agreed timeline	0.5% of TCO
	Delivery with delay of more than 2 weeks and less than 4 weeks) from agreed timeline	0.75% of TCO
	Delivery with delay of more than 4 weeks and onwards) from agreed timeline.	1% of TCO for each week of the delay
Post Go Live: Any delay beyond the agreed timeline in completing any of the agreed deliverables.	Delivery with delay from agreed Timeline	2.0 % of respective quarterly payment (calculated for each week or part thereof the delay)

Note: The successful bidder must strictly adhere to the delivery dates as mentioned in Appendix-E. Failure to meet the delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the successful

bidder. The reasons like non-familiarity with the site conditions, Bank applications and/ or existing IT infrastructure will not be considered as a reason for delay.

2. Availability SLA

The bidder should ensure minimum uptime of 99.5%. If the tool fails to detect and diagnose the problems in applications as per the Scope/Technical Specifications mentioned in the RFP and the bidder fails to maintain the minimum uptime of 99.5 %, penalty for such will be applicable as per below table

Table 20: Penalties on Missing Uptime

Description	Reporting Frequency	Penalty Rate	Penalty
Uptime – 99.5 % uptime average on monthly basis for the solution. Uptime (%) = ((Sum of total hours during month – Sum of downtime hours during month) X 100) / Sum of total hours during month	Monthly	99.5% and above	**No Penalty**
		98.50% and above but below 99.5%	**0.5% of TCO**
		95% and above but below 98.50%	**1% of TCO**
		below 95%	**1.5% of TCO**

Note:
  - a) *Downtime due to externalities out of control of the selected bidder shall not be considered in SLA computation. These externalities should be supported with evidences and submitted to Bank as and when required by Bank & decision of Bank in this regard will be final & bind on bidder.*
  - b) *The vendor must provide accurate and timely reports to verify the downtimes of various systems as mentioned in respective SLAs. The vendor is also expected to report the total system availability as explained below. The details of the same will be verified by the Bank.*

Sample Calculation:

For a 30 days calendar month the expected availability is 30x8=240 hours
In case the EA tool is down for 1 Hour, then system availability = (240 – 1)/240 = 99.53 %. Thus, no penalty will be charged to the Bidder for calendar month.
In case the EA tool is down for 5 Hour, then system availability = (240 – 5)/240 = 97.9 %. Thus, 1% of TCO value will be penalty charged.

3. Incident Management SLA

Bidder needs to monitor the access of application from Bank premises. In case of any issue, bidder onsite resources need to coordinate with various teams to resolve the Operational / Functional issues. Penalty for Operational / Functional issues will be applicable as per below table:

Table 21: Penalties on Incident based on Severity

Severity Level	Response Time	Resolution Time	Reporting Frequency	Penalty Rate	Penalty per day (in Rs.)
Severity 1	SI must acknowledge and begin addressing all support requests within 30 minutes of issues being reported	Issue Should be resolved within 1 working day	Monthly	Per Incident	10000
Severity 2	SI must acknowledge and begin addressing all support requests within 1 Hour of issues being reported	Issue Should be resolved within 2 working days	Monthly	Per Incident	8000
Severity 3	SI must acknowledge and begin addressing all support requests within 1 Hour of issues being reported	Issue Should be resolved within 4 working days	Monthly	Per Incident	5000
Severity 4	SI must acknowledge and begin addressing all support requests within 1 Hour of issues being reported	Issue should be resolved within 6 working days	Monthly	Per Incident	2000

Severity 1: Complete system disruption (e.g. disruption in system operability or functionality, server crash, application inaccessible or total system failure) causing application inaccessibility. This also includes critical security vulnerabilities.

Severity 2: Partial disruption (e.g., a severe disruption in a functionality that does not affect the entire system). This also includes major security vulnerabilities.

Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not affect the entire system). This also includes minor security vulnerabilities.

Severity 4: Minor/ Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems).

Note:
   a) The SLA between selected Bidder and the platform/sub-component OEM/Provider needs to be in place in such a way so as to ensure that the Response time and Restoration Time mentioned in this column is met.
   b) For S1 and S2 incidents, during the time period of this restoration, if the service provider is awaiting response from the platform/sub-component OEM/Provider during that waiting period the Service Provider shall also attempt and provide feasible workaround options in order to fully or partly restore services.
   c) Incidents should be reported for all devices whether it is under selected bidder/Bank control as per Incident Management SLA.
   d) In case of multiple incidences, the highest resolution time will be considered.

Sample Calculation:

In case a severity 1 incident takes place and vendor response on issue in 20 minutes and took 2 hours to restore the services then time for resolution is taken to be 2 hrs. No penalty will be charged to bidder.
In case a severity 1 incident takes place and vendor response on issue in 28 minutes and took 30 hours to restore the services then time for resolution is taken to be 30 hrs. Rs. 10000 will be charged to bidder as penalty.

4. Managed Services Clauses:

   a) RCA Submission:
      i. Interim report should be submitted within 24 hours of Incident occurrence. A delay beyond this will attract a penalty of Rs.2000 per day.
      ii. RCA report should be submitted within 7 days of Incident occurrence. A delay beyond this will attract a penalty of Rs.5000 per day.
   b) Audit Performance: All security patches and updates must be applied as per the Bank's timelines. Timelines will be shared with successful bidder. Audit Observations will be categorized as Critical, High, Medium and low. Penalty will be charged per day per observation beyond Bank's defined timelines:

Audit Observation Category	Penalty Charged (in Rs)
Low	1000
Medium	2000
High	3000
Critical	4000

    c) Onsite Support Resource:

i.   The bidder to provide all resources within one week from the date of acceptance of PO. If Bidder fails to arrange the resources within the stipulated timeline, then penalty of Rs. 10000 per day per resource will be charged.

ii.   Bank should be informed if the resource is leaving the organization 60 days prior to leaving. If there is delay in informing, Penalty of Rs. 100000 will be charged for each instance.

iii.   Proper KT (Knowledge Transfer) should be completed to substitute resources at least 15 days prior to the last day of the resource. In the absence of KT and confirmation from substitute, a penalty of Rs 100000 will be charged.

iv.   In case, resource is absent during normal working days with/without prior approval of the Bank, then alternate arrangement has to be made by the Bidder. If the bidder fails to arrange the alternate resource with equivalent skillset and experience, then twice the rate per hour per resource of respective category of resource shall be deducted on pro-rata basis.

v.   In case, the resource reports late or leaves early during normal working days or does not attend office at all without prior approval of the Bank, then twice the rate per hour per resource of respective category of resource shall be deducted on pro-rata basis.

Illustration:

Rate per day per resource = Rs 1,000
Rate per hour per resource = Rs $1,000 \div 8$
$$= Rs\ 125$$

No. of days worked in a month including Holidays/Sundays (8 hours/day) = 21
No. of days not attended without prior approval of the Bank = 3
Total no. of hours attended late or left early without prior approval of the Bank = 4 hours (out of the 21 days attended)
Total payable for the month (A) = Rs 1,000 x 21= Rs 21000
Amount deducted for complete day absence from Office (B)=
$$Rs.1,000\ x\ 2\ x\ 3= Rs\ 6000$$
Amount deducted for total no. of hours attended late or left early from Office (C)=
$$Rs\ 125\ x\ 2\ x\ 4= Rs\ 1000$$
Net payable for the month =
$$A-(B+C) = Rs\ 14000$$

Note: For the purpose of calculating payment on pro-rata basis for deduction, part of an hour shall be considered as full hour.

Appendix -L

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

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

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

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

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

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

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

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

2. **Restrictions**

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

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

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

    i. the statutory auditors of the either party and

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

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

3. **Rights and Remedies**

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

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

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

    i. Suspension of access privileges

    ii. Change of personnel assigned to the job

    iii. Termination of contract

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

4.   **Miscellaneous**

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

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

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

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

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

(f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for

the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

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

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

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

5.   **Suggestions and Feedback**

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

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

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-M

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

Vendor Name	Sl. No	Query Type (Technical/Commercial/Penalty/ Legal/Eligibility Criteria/Scope of Work/Bid Evaluation/Suggestions)	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Appendix-N

Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorised signatory

Seal of Company

Appendix-O

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

General

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

And

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

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

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

NOW, THEREFORE,

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

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

➢ Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will

also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any farm, by its officials by following transparent procedures.

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

1. **Commitments of the BUYER**
1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.
1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of BIDDERs**
2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or

otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

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

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

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

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

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

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

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

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

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

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

Section 6 of the Companies Act 1956.

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

3. **Previous Transgression**

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

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

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

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

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

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

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

5. **Sanctions for Violations**

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

(i) To immediately call off the pre contract negotiations without assigning any reason

and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

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

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

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

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

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

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

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

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

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

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

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

6. **Fall Clause**

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

7. **Independent Monitors**

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

Name: Shri Otem Dai, IAS (Retd.)	Name: Shri Satyajit Mohanty, IPS (Retd.)
Email: otemdai@hotmail.com	Email: satyajitmohanty88@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/
Designation   Authorised Signatory
Office / Department / Branch   Designation
State Bank of India.

Witness   Witness
1   1.
2   2.

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

Appendix-P

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 DATED 17/12/2025

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support _____(name of Software Solution/ Service) as are set out in the   Request for Proposal **SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422** dated 17/12/2025**.**

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

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

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

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

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

6. We hereby further agree that –

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove:

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

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

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

Yours faithfully,

For and on behalf of

_____
Authorized official of the bank

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

Appendix-Q

Data Processing Agreement

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

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

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

And

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

WHEREAS:

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

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

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

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

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

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

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

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

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

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

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

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

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

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

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

1.1.10 "EEA" means the European Economic Area.

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

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

1.1.13 "Data Transfer" means:

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

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

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

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

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

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

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

2. Processing of Personal Data:

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

2.2 Processor shall:

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

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

3. PROCESSOR OBLIGATIONS:

3.1 Processor Personnel:

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

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

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

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

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

3.2 Security:

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

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

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

3.3 Sub-Processing:

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

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

3.4 Data Subject Rights:

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

3.4.1Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably

understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

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

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

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

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

3.5 Personal Data Breach:

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

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

3.6 Data Protection Impact Assessment and Prior Consultation:

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

3.7 Deletion or return of Personal Data:

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

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

3.8 Audit Rights:

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

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

3.9 Data Transfer:

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

3.10 Records:

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

3.11 Notify:

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

3.12 Agreement Termination:

Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the 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 have operational processes with periodic review, including but not limited to:	a. Business Continuity Management		
		b. Backup management		
		c. Desktop/system/server/network device hardening with baseline controls		
		d. Patch Management		
		e. Port Management Media Movement		
		f. Log Management		
		g. Personnel Security		
		h. Physical Security		
		i. Internal security assessment processes		
3	Whether a proper documented Change Management process has been instituted by the Processor?			
4	Whether the Processor has a documented policy and process of Incident management /response?			
5	Whether the Processor's environment is suitably protected from external threats by way of:	a. Firewall		
		b. WAF		
		c. IDS/IPS		
		d. AD		
		e. AV		
		f. NAC		
		g. DLP		
		h. Any other technology		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?			
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?			
8	Whether proper log generation, storage, management and analysis happens for the Processor application?			
9	Is the Processor maintaining all logs for forensic readiness related to:	a. Web		
		b. Application		
		c. DB		
		d. Configuration		
		e. User access		
10	Whether the Processor maintains logs for privileged access to their critical systems?			
11	Whether privilege access to the Processor environment is permitted from internet?			
12	Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?			
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		

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

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation , give date by which implementation will be done
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?			
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?			
32	Whether the Processor is required to share SBI specific data to any other party for any purpose?			
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?			
34	Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?			
	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 into any type of loss to SBI, due to vendor negligence.		
	f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.		

Appendix-R

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

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

Guidance notes on filling the SBOM format above:

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

security advisories or CVE identifiers.

9. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.

10. **Release Date**: The date when the software component was released or made available for use.

11. **End-of-Life (EOL) Date**: The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.

12. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.

13. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.

14. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.

15. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.

16. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.

17. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.

18. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

    "pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath,"
    aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.

19. **Comments or Notes**: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.

20. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.

21. **Author of SBOM Data**: The name of the entity that creates the SBOM data for this component.

22. **Timestamp**: Record of the date and time of the SBOM data assembly.

Appendix-S

FORMAT FOR SELF-CERTIFICATION ON RESOURCES
[On Company's letter head]
(To be included in Technical Bid)

Date:

To,
The Deputy General Manager
Enterprise and Technology Department,
State Bank of India
2nd floor, Kapas Bhawan
Sector 10, CBD Belapur,
Navi Mumbai
Maharashtra-400614

Dear Sir,

Ref.: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 dated 17/12/2025

With reference to the number of Architects/SMEs available for the EA tool proposed under this RFP on payroll of the bidder for at least last 1 year with certification from recognized institutions, we certify the following:

Certification	Count of IT Human Resources on Company's payroll in India
TOGAF (9.2 or higher) or equivalent	
EA Tool Certification on EA tool proposed under this RFP	

This resource count excludes those who are on our payroll but working in BPOs.

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

_____

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

Appendix-T

MANUFACTURERS' AUTHORIZATION FORM
&
UNDERTAKING FROM OEM
(On OEM's Letterhead)

Date:

To,

The Deputy General Manager
Enterprise and Technology Department,
State Bank of India
2nd floor, Kapas Bhawan
Sector 10, CBD Belapur,
Navi Mumbai
Maharashtra-400614

Dear Sir:

Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 dated: 17/12/2025

We, who are established and reputable manufacturers / producers of_____having factories / development facilities at_____(address of factory / facility) and proposing _____technology & related solution and services as a part of this bid to the Bank, against line item(s) mentioned in Appendix-F (Price Bid) of the RFP for Procurement, installation, setup, migration and maintenance of Enterprise Architecture Tool do hereby authorise M/s _____ (Name and address of Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

1. We hereby declare, guarantees, and warrants that the Enterprise Architecture (EA) Tool proposed in response to this RFP has been **commercially available** as a fully supported, market-ready product for a continuous minimum period of **three (3) years** immediately preceding the date of this bid submission.

2. We hereby declare and certify that we possess a robust and committed roadmap for future continuous development of the EA tool proposed under this RFP, which outlines our strategic development plans and support for the product for a minimum period of **seven (7) years** forward from the date of this submission.

3. We hereby extend our full warranty and support in accordance with the terms of the above RFP for the Products and services offered by the above ABP against the above RFP. Support (Warranty and AMC) shall be on-site and comprehensive in nature having back to back support from us. In case Service Provider/ABP fails to provide Warranty/AMC/Services or out of service due to any reasons, then we shall either provide ourselves or make alternative arrangement for the Warranty/ Service/AMC of the Product(s) as required in accordance

with the terms and conditions of the above RFP, at no extra cost and to the satisfaction of the Bank.

4. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:

(a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and

(b) In the event of termination of production of such Products:

    a. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

    b. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

5. We duly authorise the said ABP to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the contract.

6. 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. l), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 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. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

7. We hereby undertake that Our product (hardware solution, software solution, service and system in any form whatsoever) proposed to be supplied to the Bank as a part of this bid, in case the ABP get selected for the same, shall always be free from spyware, malware etc. from us in any form whatsoever and shall never communicate on its own with any system in any form whatsoever, within or outside the Bank, unless it is configured for the same by the Bank.

8. We, as OEM, take responsibility and accountability for end-to-end successful rollout and completion of this project in respect to the product/ service/ solution manufactured/ supplied by us to SBI through the above said Bidder/ABP as stated in the subjected RFP of SBI.

9. The above-mentioned ABP has been a partner with us for the last____ years in India and has back-to-back support available from us to meet the SLA requirement. The current partnership level of said ABP with us is _____ (mention the partnership level). Our terminology matrix vis-å-vis SBI is as:

Partnership Levels	
SBI Terminology	OEM Terminology
Highest/Global	To be filled (For e.g. Gold/elite)
Second highest	To be filled (For e.g. Silver/Premium)
Third Highest	To be filled

We have gone through the RFP and agree with all the terms and conditions to the extent of our portion of RFP for services extended by us.

Yours faithfully,

(Name of OEM)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Appendix-U

OEM CERTIFICATE OF COTS PRODUCT IMPLEMENTATION AND BEST PRACTICES CONFORMANCE
(On OEM's Letterhead)

Date:

To,
The Deputy General Manager
Enterprise and Technology Department,
State Bank of India
2nd floor, Kapas Bhawan
Sector 10, CBD Belapur,
Navi Mumbai
Maharashtra-400614

Dear Sir,

Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 Dated:17/12/2025

We, [OEM's Company Name], an established and reputable manufacturer of [Product Category] products with our corporate office at [OEM's Full Address], do hereby certify the following:

1. We have reviewed the implementation approach, configuration, customization, third-party integration (if any) as performed by _____ (SI Partner Name).
2. We certify that the installation, setup, customization/configuration/third Party integration of the COTS product have been performed by the _____ (SI Partner Name) in accordance with the OEM's guidelines, specifications, and industry best practices.

This certificate is issued for the purpose of demonstrating due diligence and proper execution of the project.

Yours Faithfully,
(Name of OEM)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should submit relevant POA documents.

Appendix-V

OEM CERTIFICATE ON PRODUCT CAPABILTIES
(On OEM's Letterhead)

Date:

To,
The Deputy General Manager
Enterprise and Technology Department,
State Bank of India
2nd floor, Kapas Bhawan
Sector 10, CBD Belapur,
Navi Mumbai
Maharashtra-400614

Dear Sir,
Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422 Dated: 17/12/2025

We_____ (Name of the OEM) are the official Original Equipment Manufacturer of _____ (product proposed) has following equivalent functions/modules as natively in the proposed EA tool.

Table 1: Mandatory Capabilities

S. No.	Functionality	Complied (Yes/No)
1	Centralized architecture repository covering all BDAT domains – Business, Data, Application, and Technology.	
2	Modeling environment supporting graphical representation and standard notations across BDAT layers.	
3	End-to-end traceability and impact analysis across architecture components and layers.	
4	Ability to define and manage AS-IS, Transition, and TO-BE architectures for transformation planning.	
5	Version control and lifecycle management for architecture artefacts and models.	
6	Governance workflow for review, approval, and publication of architecture artefacts.	
7	Integration interfaces or APIs for data exchange with enterprise systems and repositories (e.g., CMDB, PPM, CI/CD tools).	
8	Role-based access control (RBAC) and comprehensive audit trail of user activities and changes.	
9	Deployment support for on-premise or private cloud environments with secure configuration and data isolation.	

10	Migration of SBI's existing EA Tool (Mega HOPEX) artefacts (models, applications, data, workflows) with zero data loss to the proposed solution.	
11	Comprehensive suite of capabilities for IT Portfolio Management (IT-PM)	
12	Ability to generate customized reports.	
13	Custom and multi framework Implementation: Configure meta-models, meta-classes, and metadata according to enterprise standards.	
14	Design dynamic operational, tactical and CXO dashboards	

*Note: Bidder is expected to divide capabilities mentioned in **Table: EA tool technology, functions and features Evaluation at Appendix-C** into 4 tables as per the Complied flag (A/B/C/D) marked.*

Table 2: Available out-of-the-box as part of solution (Complied Flag A)

S. No. (As per Appendix-C)	Category	Capability Description	OEM/Product/Module Name providing Feature

Table 3: Available with Customization (Complied Flag B)

S. No. (As per Appendix-C)	Category	Capability Description	OEM/Product/Module Name providing Feature

Table 4: Functionality will be implemented through 3rd Party tool/ software (Complied Flag C)

S. No. (As per Appendix-C)	Category	Capability Description	OEM/Product/Module Name providing Feature

Table 5: Not available or not provided (Complied Flag D)

S. No. (As per Appendix-C)	Category	Capability Description	OEM/Product/Module Name providing Feature

The product comes with the source code available to (Name of SI Partner) for customization in accordance with terms of standard product License Agreement and it supports integration with third party applications.

Yours Faithfully,
(Name of OEM)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should submit relevant POA documents.

Appendix-W

PERFORMANCE CERTIFICATE
(To be provided on letter head/official mail ID of the issuing company)

Date:

To,
The Deputy General Manager
Enterprise and Technology Department,
State Bank of India
2nd floor, Kapas Bhawan
Sector 10, CBD Belapur,
Navi Mumbai
Maharashtra-400614

Dear Sir,
Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422
Dated: 17/12/2025

This is to certify that (Name of EA tool proposed) has been implemented and is in use at our organization since _____ (date).

(No. of Applications and Artefacts) are managed in the proposed tool.

The performance of the tool as well as OEM support is satisfactory.

The certificate is issued on the specific request of the company.

Signature of Authorised Signatory
Name of Signatory:
Designation:
Email Id:
Mobile No:
Telephone No:
Seal of Company

Name	Full Form
ABP	Authorized Business Partner
AD	Active Directory
ADM	Architecture Development Method
AI/ML	Artificial Intelligence/Machine Learning
AMC	Annual Maintenance Cost
API	Application Programming interface
APQC	American Productivity & Quality Center
ATS	Annual Technical Support
AV	Antivirus
BCP	Business Continuity Planning
BDAT	Business, Data, Application, technology
BFSI	Banking, Financial Services, and Insurance
BG	Bank Guarantee
BGC	Background Check
BIAN	Banking Industry Architecture Network
BPMN	Business Process Model and Notation
C&AG	Comptroller and Auditor General of India
C4	Context, Container, Component and Code
CBAP	Certified Business Analysis Professional
CBT	Computer based training
CEO	Chief Executive Officer
Cert-In	Computer Emergency Response Team-India
CI/CD	Continuous Integration/Continuous Delivery
CMDB	Configuration Management Database
COE	Centre of Excellence
CPU	Central Processing Unit
CRM	Customer Relationship Management
CSAF	Common Security Advisory Framework
CSR	Comprehensive Security Review
CSV	Comma-separated values
CVC	Central Vigilance Commission
CXO	Chief "X level" officer
DAM	Database Access Management
DB	Database
DEV	Development
DLP	Data Loss Prevention
DMZ	Demilitarized zone

DPIIT	Department for Promotion of Industry and Internal Trade
DR	Disaster Recovery
DSC	Digital Signature Certificate
E&TA	Enterprise And Technical Architecture
EA	Enterprise Architecture
EDR	Endpoint Detection and Response
EIS	Enterprise Integration Services
EMD	Earnest Money Deposit
EOI	Expression of Interest
EOL	End of Life
EOS	End of Support
FY	Financial Year
GITC	Global IT Center
GST	Goods and Services Tax
HLD	High-Level Design
HTML	Hyper Text Markup Language
HTTPS	Hypertext Transfer Protocol Secured
IBA	Indian Banking Association
IDAM	Identity Access Management
IDS/IPS	Intrusion Detection System/Intrusion Prevention System
IPR	Intellectual Property Right
ISD	Information Security Department
ISSP	Information Systems Security Partners
IT/IS	Information Technology/Information Security
ITSAM	Information Technology Service and Asset Management
IT-PM	IT-Portfolio Management
JSON	JavaScript Object Notation
KMS	Key Management Service
KPI	Key Performance Indicator
KT	Knowledge Transfer
LDAP	Lightweight Directory Access Protocol
LLD	Low Level Design
MAF	Manufacturer's Authorization Form
MIS	Management Information System
MSE	Micro & Small Enterprises
MZ	Militarized zone
NAC	Network Access Control
NDA	Non-disclosure Agreement
NEFT	National Electronic Fund Transfer
NR	Near Site
O.M	Office Memorandum

OEM	Original Equipment Manufacturer
OS	Operating System
PAM	Privilege Access Management
PBT	Profit before tax
PDF	Portable Document Format
PO	Purchase Order
POA	Power of Attorney
POC	Proof of concept
PPM	Project and Portfolio Management
PR	Production
PVR	Police Verification Report
RBAC	Role Based Access Control
RBI	Reserve Bank of India
RCA	Root Cause Analysis
REST	Representational State Transfer
RFP	Request for Proposal
RHEL	Redhat Enterprise Limited
RRB	Regional Rural Bank
RTGS	Real Time Gross Settlement
S&S	Support and Services
SaaS	Software as a Service
SAML	Security Assertion Markup Language
SBG	State Bank Group
SBI	State Bank of India
SBOM	Software Bill of Material
SCD	Secure Configuration Document
SDLC	Software Development Lifecycle
SI	System Integrator
SIEM	Security Incident and event Management
SLA	Service Level Agreement
SME	Specialist Matter Expert
SOAP	Simple Object Access Protocol
SOC	Security Operation Center
SOP	Standard operating procedure
SSL	Secure Socket layer
SSO	Single Sign On
TC	Techno Commercial
TCO	Total Cost of Ownership
TDS	Tax Deduction at Source
TIME	Tolerate, Invest, Migrate, Eliminate
TLS	Transport Layer Socket

TSP	Technology Service Provider
UAT	User Acceptance test
UI	User Interface
UML	Unified Modeling Language
URL	Uniform Resource Locator
UX	User Experience
VAPT	Vulnerability Assessment and Penetration Testing
VEX	Vulnerability Exchange
VLAN	Virtual LAN
VM	Virtual Machine
WAF	Web Application Firewall
WSDL	Web Services Description Language
XLS	EXCEL Latest Version
XML	eXtensible Markup Language

Appendix-K

SERVICE LEVEL AGREEMENT

BETWEEN

STATE BANK OF INDIA

AND

_____

Commencement Date:

Date of Expiry:

Contents

This agreement ("Agreement") is made at_____ (Place) on this _____day of _____ 201_.

BETWEEN

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

AND

_____[1] a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at …………………………….. hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

A.   "The Bank" is carrying on business in banking in India and overseas and desirous to avail services for **Procurement, installation, setup and maintenance of Enterprise Architecture Tool** [2], and

B.   Service Provider in the business of providing _____[3], and has agreed to supply _____ (Software) and/or providing the Services as mentioned in 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.

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[1]Name & Complete Address (REGISTERED OFFICE) of Service Provider,
[2]Purpose of the Agreement
[3]Brief mentioning of service providers experience in providing the services required by the Bank.

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

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

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

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

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

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

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

1.1.6 "Documentation" will describe in detail and in a completely self-contained manner how the user may access and use the ……………. (name of the Software/ maintenance services),[4] such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

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

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

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

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[4] Name of Software

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

1.1.11 "Request for Proposal (RFP)" shall mean RFP NO. **SBI/GITC/Enterprise And Technology Architecture/2025/2026/1422** dated 17/12/2025 along with its clarifications/ corrigenda issued by the Bank time to time.

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

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

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

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

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

1.2 Interpretations:

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

1.3 Commencement, Term & Change in Terms

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

1.3.2 This Agreement shall be in force for a period of 5 years from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of 2 years on the mutually agreed terms & conditions.

1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made

upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2.   SCOPE OF WORK

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

3.   FEES /COMPENSATION

3.1   Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 _____

3.1.3 _____

3.2   All duties and taxes (excluding[5]_____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <i><insert tax payable by the Bank></i> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4   Payments

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[5] Please determine the applicability of the taxes.

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

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

3.5 Bank Guarantee and Penalties

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of 5 years 3 months from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

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

3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's

notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule[6] specified in this Agreement.

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

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

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

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

4. LIABILITIES/OBLIGATION

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

(i) Processing and authorising invoices

(ii) Approval of Information

(iii) _____

4.2 Service Provider Duties

(i) Service Delivery responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

(l) The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-H to this RFP.

(m) The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

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

(o) Software Bill of Materials (SBOM)

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

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

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

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

c) Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.

d) The service provider shall ensure suitable back-to-back arrangements with OEM.

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

(q)   The service provider shall ensure adherence to Prevention of Money Laundering Act, 2002 and other applicable AML/CFT laws. The service provider shall provide, as and when required by the Bank, copies of AML policy and other related documents.

(ii) Security Responsibility

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

(b) _____

5.   REPRESENTATIONS &WARRANTIES

5.1   Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of 1 year from the date of acceptance.

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

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

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

5.5 Service Provider warrants that it shall be solely liable and 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 this regard.

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

5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.

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

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

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

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

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

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

6.   GENERAL INDEMNITY

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

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

7. CONTINGENCY PLANS

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

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs._____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

9. LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the

Project Cost, as liquidated damages a sum equivalent to 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.

10. RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

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

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

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and

solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

12.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.

12.4 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the

Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection..

12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

12.6 Service provider hereby grants the Bank *irrevocable, perpetual, non-exclusive license* throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

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

13. INSTALLATION

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

14. INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that the Bank reserves the right to audit the service provider, annual or as applicable, by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory

authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his/their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

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

14.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank,

their auditors, regulators and other relevant Competent Authorities, as authorised under law.

15.   CONFIDENTIALITY

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

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

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

15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. OWNERSHIP

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

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

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

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

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

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

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

16.8 All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service Provider) and used for customized Software development shall be the exclusive property of the Bank.

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

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

17. SOURCE CODE ESCROW AGREEMENT[7]

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

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

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

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

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

(iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or

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

assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

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

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

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

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

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

18. TERMINATION

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

a) 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;

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

c) Violations of any terms and conditions stipulated in the RFP;

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

Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of

cure period, the Bank shall have right to initiate action in accordance with above clause.

18.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

18.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

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

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

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

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

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

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

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

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

19.   DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

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

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

19.3 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual

agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

20.   POWERS TO VARY OR OMIT WORK

20.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

20.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

21.   WAIVER OF RIGHTS

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

22.   LIMITATION OF LIABILITY

22.1   The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

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

22.3   The limitations set forth in abovementioned sub-Clause 21.1 shall not apply with respect to:

(i)   claims that are the subject of indemnification pursuant to Clause 12[8] (infringement of third party Intellectual Property Right);

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

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

(iv)   Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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[8] Please see Clause 12 'IPR Indemnification'

For the purpose of above mentioned sub-clause 21.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

23.   FORCE MAJEURE

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

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

23.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event.

23.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

24. NOTICES

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

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

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

(a)   In the case of the Bank

DGM, Enterprise & Technology Architecture,
2nd Floor Kapas Bhavan, SBI GITC, CBD Belapur,
Navi Mumbai – 400614

(b)   In case of Service Provider

_____

_____

_____

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

25. GENERAL TERMS & CONDITIONS

25.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration

for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

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

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

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

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

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

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

(i) This Agreement;

(ii) Annexure of Agreement;

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

(iv) RFP

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

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

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

25.11

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

State Bank of India   _____**Service Provider**

By:	**By:**
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**

WITNESS:

1.   1.

2.   2.

ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

1. Description of Deliverables: As detailed in RFP (Appendix-E)

2. Specifications, Performance Standards, and Functional Requirements: As per Appendix-C and Appendix-E in RFP.

2.1 *Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:*

Severity	Description	Response Time (in minutes)	Resolution time (in days)
Critical	*Complete system disruption (e.g. disruption in system operability or functionality, server crash, application inaccessible or total system failure) causing application inaccessibility. This also includes critical security vulnerabilities.*	30	1
High	*Partial disruption (e.g., a severe disruption in a functionality that does not affect the entire system). This also includes major security vulnerabilities.*	60	2
Medium	*Single function failure (e.g., a minor disruption in operability or functionality that does not affect the entire system). This also includes minor security vulnerabilities.*	60	4
Low	*Minor/ Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems).*	60	6

3. Documentation:

To submit all relevant documents, specific to Bank:
   i. Installation steps
   ii. Integration Process details
   iii. Process Implementation steps
   iv. User Manuals based on different roles
   v. Administration and Troubleshooting
   vi. Configuration changes done for SBI.
   vii. Any other documents as per Bank's need

4. Place of Service[9]

1.	SBI premises at Navi Mumbai
2.	Any other location in India according to the requirement of the Bank

5. Standard Services

Standard services to be delivered under this agreement are illustratively listed below:-

> *The details of services, their responsibilities and availability to be described----*
>
> 1……
> 2…….

6. Maintenance/ Upgrades

6.1 Service Provider shall maintain and upgrade the Software during the warranty and support period so that the Software shall, at all times during the warranty and support period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service provider shall, at no cost to the Bank, promptly correct any and all errors, Deficiencies and defects in the Software.

6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

7. Correction of Deficiencies in Deliverables

7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirments, for which Service provider is responsible within the timelines as mentioned in this Agreemnet, the Bank may at its discretion:

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[9]Brief description of place of service

a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or

b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or

c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

8. Service Milestones[10]

   As per Table 9: Project Delivery Schedule/Timelines

9. Risk Management

a. Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

b. Service Request[11] are already covered in previous sections of this annexure.

ANNEXURE-B

INFRASTUCTURE MANAGEMENT METRICS

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

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting to Bank's identified	4 hours	To make DR site operational within 4 hours as replica of PR site including latest data as available in PR site and

---

[10] The Purpose of this clause is identify any assumption made for this agreement.

[11] The purpose of this clause is to document the process and timeframe for responding to the service requests.

DR site.		vice versa.

(b)   SLA for Recovery Point Objective

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting to Bank's identified DR site.	99.99% of PR site data recovery	To make DR site operational within 4 hours as replica of PR site including latest data as available in PR site and vice versa

ANNEXURE-C

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

Severity	Description	Response Time (in minutes)	Resolution time (in days)
Critical	Complete system disruption (e.g. disruption in system operability or functionality, server crash, application inaccessible or total system failure) causing application inaccessibility. This also includes critical security vulnerabilities.	30	1
High	Partial disruption (e.g., a severe disruption in a functionality that does not affect the entire system). This also includes major security vulnerabilities.	60	2
Medium	Single function failure (e.g., a minor disruption in operability or functionality that does not affect the entire system). This also includes minor security vulnerabilities.	60	4
Low	Minor/ Procedural issue or question (e.g., programming or configuration related questions,	60	6

questions relating to functionality, operability, or formatting or cosmetic problems).		

Note: Service provider must acknowledge the reported defects/ bugs/ issues within 30 min of reporting.

Bidder will provide their best effort to give relevant hardware sizing recommendations for supporting the expected number of users with average loading times around:

- 2-3 seconds for pages
- 5 seconds for tables and reports

ANNEXURE-D

SERVICE DESK SUPPORT METRIC

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type (All Levels)	Resolution of calls reported on SBI service desk/ ITSAM for all types of severities mentioned in Annexure-C	Monthly reporting of all the reported incidents which should include breakup of calls handled at SI and OEM levels separately.

SERVICE LEVEL REPORTING/ FREQUENCY

<Describe the service level reporting frequency and methodology>

Report Name	Interval	Recipient	Responsible
Service Desk SLA report	Monthly	E&TA	

SERVICE REVIEW MEETING[12]

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

ANNEXURE-E

ESCALATION MATRICS[13]

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

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

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

& Maintenance					
Information Security		*<Name, designation contact no.>*			
Service Desk Support		*<Name, designation contact no.>*			

Updated escalation matrix (Bidder as well as OEM) shall be made available to the Bank on annual basis and each time the matrix gets changed. Escalation matrix shall be upto CEO level.

Bidder must provide two separate escalation charts that clearly delineating communication channels for both the bidder's team and the associated OEM.

ANNEXURE-F

PENALTY FOR NON- PERFORMANCE OF SLA

As detailed in RFP (Appendix-J)

ANNEXURE G
Transition & Knowledge Transfer Plan

1.   Introduction

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

2.   Objectives

2.1   The objectives of this annexure are to:

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

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

   (3)   ensure that all relevant Assets are transferred.

3.   General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

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

4. Replacement SERVICE PROVIDER

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

5. Subcontractors

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

6. Transfer of Configuration Management Database

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

7.   Transfer of Assets

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

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

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

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

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

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

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

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

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

8.   Transfer of Software Licenses

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

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

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

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

9.   Transfer of Software

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

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

(b)   application architecture documentation and diagrams;

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

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

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

(f)   test director database;

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

10.   Transfer of Documentation

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

11.   Transfer of Service Management Process

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

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

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

(1) Incidents;

(2) Problems;

(3) Service Requests;

(4) Changes;

(5) Service Level reporting data;

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

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

(e) monitoring software tools and configuration.

12.   Transfer of Knowledge Base

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

13.   Transfer of Service Structure

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

(a) archive of records including:

(1) Questionnaire Packs;

(2) project plans and sign off;

(3) Acceptance Criteria; and

(4) Post Implementation Reviews.

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

(c) latest version of documentation set;

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

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

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

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

14.   Transfer of Data

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

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

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

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

15.   Training Services on Transfer

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

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

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

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

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

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

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

15.5   SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____hours. Bank may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than _____ years of experience in operating _____software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.

16.   Transfer Support Activities

16.1   6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE

PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

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

(1) a timetable of events;

(2) resources;

(3) assumptions;

(4) activities;

(5) responsibilities; and

(6) risks.

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

(a) Change Request log;

(b) entire back-up history; and

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

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

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

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

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

17.   Use of Bank Premises

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

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

_____**XXXXX**_____

ANNEXURE-H

Data Processing Agreement

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

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

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

And

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

WHEREAS:

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

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

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

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

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

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

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

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

1.1.3 "Client" means a customer of State Bank of India.
1.1.4 "Data Protection Legislation" means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it,

the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

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

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

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

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

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

1.1.10 "EEA" means the European Economic Area.

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

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

1.1.13 "Data Transfer" means:

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

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

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

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

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

1.1.17 "Personnel" means the personnel of the Processor, Subcontractors and Sub

processors who provide the applicable Services; and

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

2. Processing of Personal Data:

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

2.2 Processor shall:

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

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

3. PROCESSOR OBLIGATIONS:

3.1 Processor Personnel:

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

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

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

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

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

3.2 Security:

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

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

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

3.3 Sub-Processing:

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

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

3.4 Data Subject Rights:

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

3.4.1Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably

understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

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

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

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

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

3.5 Personal Data Breach:

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

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

3.6 Data Protection Impact Assessment and Prior Consultation:

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

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

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

3.8 Audit Rights:

The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or

inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.9 Data Transfer:

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

3.10 Records:

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

3.11 Notify:

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

3.12 Agreement Termination:

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

4. STATE BANK OF INDIA'S OBLIGATIONS:

State Bank of India shall:

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

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

5. General Terms:

5.1 Confidentiality:

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

(a) disclosure is required by law.

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

5.2 Notices:

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

5.3 Governing Law and Jurisdiction:

5.3.1This Agreement is governed by the laws of INDIA.

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

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

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

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

SCHEDULE 1

1.1 Services

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

SCHEDULE 2

Personal Data

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

SCHEDULE 3

Technical and Organisational Data Protection Measures

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

1.1. the nature of the Personal Data; and

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

2. In particular, the Processor shall:

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

2.1.1. defines security needs based on a risk assessment.

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

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

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation , give date by which implementation will be done
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?			
32	Whether the Processor is required to share SBI specific data to any other party for any purpose?			
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?			
34	Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?			
	If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.			
35	Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act?			
36	Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?			
37	Whether the SLA/agreement between SBI and the Processor contains these clauses:	a. Right to Audit to SBI with scope defined		
		b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.		
		c. Right to recall data by SBI.		
		d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
		e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.		
		f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.		

ANNEXURE-I

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

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

Guidance notes on filling the SBOM format above:

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

to security advisories or CVE identifiers.

9. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.

10. **Release Date**: The date when the software component was released or made available for use.

11. **End-of-Life (EOL) Date**: The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.

12. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.

13. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.

14. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.

15. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.

16. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.

17. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.

18. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

"pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath,"

aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.

19. Comments or Notes: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.

20. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.

21. **Author of SBOM Data**: The name of the entity that creates the SBOM data for this component.

22. Timestamp: Record of the date and time of the SBOM data assembly.

_____**XXXXX**_____