



**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF LEARNING MANAGEMENT SYSTEM**

SBI/GITC/HRMS/2024/2025/1156

Dated: 15/06/2024

*State Bank of India,
HRMS Department,
Global IT Centre Belapur,
Railway Station Building,
Tower # 7, 4th floor, CBD Belapur,
Navi Mumbai 400614.*

1. SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Mr. Manoj Kumar Sinha Designation: Deputy General Manager Email ID: dgmit.hrms@sbi.co.in Contact Address: State Bank of India, HRMS Department, Global IT Centre Belapur, Railway Station Building, Tower # 7, 4th floor, CBD Belapur, Navi Mumbai 400614. Contact Number: +91 22-27592001
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://sbi.co.in/web/sbi-in-the-news/procurement-news from 15th June 2024 to 8th July 2024
3	Last date for requesting clarification	Upto 5:00 PM on 21st June 2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail. ashutosh.rai1@sbi.co.in shubhangi.gaikwad@sbi.co.in
4	Pre - bid Meeting at Global IT Centre Belapur	From 3:00 PM to 5:00 PM on 25th June 2024 at Global IT Centre Belapur
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 2nd July 2024
6	Last date and time for Bid submission	Upto 5:00 PM on 8th July 2024
7	Address for submission of Bids	M/s eProcurement Technologies Limited (EPTL) https://etender.sbi
8	Date and Time of opening of Technical Bids	3:00 PM on 9th July 2024 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 Price Bids	Price bid of technically qualified bidders only will be opened on a subsequent date.
10	Tender Fee	Rs. 20,000/- Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Branch OAD, GITC, Belapur

		Account Name: <u>Subsidy Inward Remittance</u> Mode of transaction: NEFT or RTGS only Tender fee will be non-refundable.																
11	Earnest Money Deposit	Rs 75,00,000/- Amount should be deposited in A/c No: <u>4897932113433</u> IFSC: <u>SBIN0011343</u> Branch OAD, GITC, Belapur Account Name: <u>Subsidy Inward Remittance</u> Mode of transaction: NEFT or RTGS only Or EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.																
12	Bank Guarantee	5% of contract value	Performance Security in form of BG should be valid for 5 years and 9 months from the effective date of the Contract.															
13	Contact details of e-Procurement agency appointed for e-procurement	M/s E-Procurement Technologies Ltd, Ahmedabad Website: https://etender.sbi/SBI/																
		<table border="1"> <thead> <tr> <th>Name</th> <th>Phone Number</th> <th>Email Id</th> </tr> </thead> <tbody> <tr> <td>Utkarsh Pal</td> <td>6352632098</td> <td>utkarsh@eptl.in</td> </tr> <tr> <td>Mubassera Mansuri</td> <td>7859800621</td> <td>mubassera@eptl.in</td> </tr> <tr> <td>Sandhya Vekariya</td> <td>6352631968</td> <td>sandhya@eptl.in</td> </tr> <tr> <td>Trupti Patel</td> <td>6352632310</td> <td>trupti.p@eptl.in</td> </tr> </tbody> </table>		Name	Phone Number	Email Id	Utkarsh Pal	6352632098	utkarsh@eptl.in	Mubassera Mansuri	7859800621	mubassera@eptl.in	Sandhya Vekariya	6352631968	sandhya@eptl.in	Trupti Patel	6352632310	trupti.p@eptl.in
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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** for procurement of Learning Management System (LMS) both web and app version, its configuration, implementation, maintenance and post-implementation support.
- 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.

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 advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS AND ABBREVIATIONS:

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”** 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 Cost of Ownership/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **Software Solution/ Services/ System – “Software Solution” or “Services” or “System”** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as

installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing, and other obligation of Service Provider covered under the RFP.

- viii. **“Deliverables/ Work Product”** means all work product generated by Bidder solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- ix. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- x. **Annual Maintenance Contract (AMC)** - This would be the annual cost of maintenance of Software Solution / Service.
- xi. **“TC1 - Techno-Commercial Bidder”** - The quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive bids that have achieved the minimum specified qualifying technical score are considered for further evaluation. After opening and scoring the price bids of technically qualified bidders, a final combined score is arrived at by giving predefined relative weightages for the score of the technical bid and the score of price bid. The bidder obtaining the highest total combined score in evaluation of technical and price as above will be ranked TC1. In case of a tie between two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.
- xii. **“Go Live”** means Sign-off of complete solution as per requirements mentioned in this RFP and org-wide launch of the LMS to the users.

Abbreviations:

The long form of abbreviations commonly used in the document is given below:

SR No	Abbreviation	Long form
1	AD	Active Directory
2	AI	Artificial Intelligence
3	API	Application Program Interface
4	AR	Augmented Reality
5	ATI	Apex Training Institute
6	AV	Antivirus
7	BFSI	Banking, Financial Services and Insurance
8	BG	Bank Guarantee
9	CERT IN	Indian Computer Emergency Response Team
10	CSP	Cloud Service Provider
11	DAM	Digital Asset Management
12	DDOS	Distributed Denial-Of-Service
13	DMZ	Disaster Management Zone
14	DR Site	Disaster Recovery Site
15	FY	Financial Year
16	GST	Goods and Service Tax
17	HIDS	Host-Based Intrusion Detection Systems
18	HRMS	Human Resource Management System

19	ILT	Instructor-Led Training
20	IPS	Intrusion Prevention System
21	JAWS	Job Access With Speech
22	KPI	Key Performance Indicator
23	KRA	Key Result Areas
24	L&D	Learning and Development
25	LAN	Local Area Network
26	ML	Machine Learning
27	MOOC	Massive open online course
28	MPLS	Multiprotocol Label Switching
29	NCA	Network Access Control
30	NDA	Non-Disclosure Agreement
31	NIDS	Network Intrusion Detection System
32	OEM	Original Equipment Manufacturer
33	OWASP	Open Web Application Security Project
34	PO	Purchase Order
35	PMS	Performance Management System
36	PWD	Person with a disability
37	SBILD	State Bank Institutes of Learning and Development
38	SCORM	Sharable Content Object Reference Model
39	SFTP	Secured File Transfer Protocol
40	SIEM	Security Information and Event Management
41	SLA	Service Level Agreement
42	SME	Subject Matter Expert
43	SOC	System and Organization Controls
44	SOP	Standard Operating Procedure
45	SSL	Secure Sockets Layer
46	SSO	Single Sign-On
47	STU	Strategic Training Unit
48	UAT	User Acceptance Testing
49	VAPT	Vulnerability Assessment and Penetration Testing
50	VILT	Virtual instructor-led training
51	VPN	Virtual Private Network
52	VR	Virtual Reality
53	WAF	Web Application Firewall
54	WAN	Wide Area Network

4. SCOPE OF WORK:

Founded in 1806, State Bank of India (SBI) has evolved into a distinguished financial institution, holding a pivotal position in the nation's banking sector. With a rich history spanning centuries, SBI's commitment to financial excellence is underscored by its extensive network and significant presence in the Indian financial landscape.

The bank's operations extend beyond traditional branches, with more than 2.4 Lakh employees and additional support from contractual parties like Customer Service Points (CSPs) and Feet on Street (FOS). This dynamic workforce forms an integral part of SBI's operational framework, contributing to its adaptability and responsiveness to its customer's needs.

Learning Ecosystem at SBI

Within the complex and evolving world of banking, SBI places a profound emphasis on Learning and Development (L&D). Guided by the Strategic Training Unit (STU), training initiatives at SBI are proactive, planned, and continuous, serving as a cornerstone of organizational development. In response to the specialized nature of contemporary banking, SBI has established six Apex Training Institutes (ATIs) providing both academic excellence and practical experience across various domains.

Supplementing the ATIs are 51 State Bank Institutes of Learning and Development (SBILDs) strategically dispersed across the country. These institutes deliver fundamental, process-centric programs, contributing to the holistic development of SBI's workforce.

Training modalities used by the ATIs and SBILDs encompass classroom sessions, knowledge-sharing videos, e-learning, research publications, collaboration with MOOC platforms, case studies, articles, and more, ensuring a multifaceted approach to employee development.

Presently, SBI employs the following tailor-built platforms for various learning interventions:

- A platform for enabling the scheduling, coordination, and tracking of in-person programs across various training centers, this platform covers all in-person training management conducted by both ATIs and SBILDs. It features tools for managing training nominations, scheduling sessions, conducting pre- and post-assessments, tracking attendance, capturing participant feedback, uploading question banks, overseeing hostel management, and generating reports.
- A platform for scheduling webinars and efficiently tracking attendance for virtual sessions.
- An eLearning platform that hosts an extensive content library with over 700 courses, all uploaded as SCORM packages, continuously enhancing the knowledge and skills of employees.
- A platform that helps answer operational queries related to job-specific tasks from employees, this specialized portal redirects questions to faculty members with subject matter expertise (SMEs) who promptly address the inquiries. The portal also features a standardized library addressing frequently asked questions, providing a centralized resource for common queries.
- A portal for streamlining the training management process for probationary and trainee officers.

Looking ahead, SBI envisions a comprehensive Learning Management System (LMS) to propel its Learning and Development plans.

A brief list of some of the benefits that the LMS platform is expected to provide is appended:

- Serve as a single source of learning for all employees
- Provide an enhanced learning experience leveraging advanced features
- Capture and catalog the diverse training needs of employees across the organization

- Tailor personalized learning pathways for employees based on performance metrics, roles, grades, past experiences, and more
- Seamlessly integrate different learning offerings from both internal and external sources, including institutes and vendors
- Provide the Strategic Training Unit (STU) and circle Learning and Development (L&D) teams with visibility into training program performance through advanced reports
- Facilitate the migration of historical training data to ensure continuity and accessibility
- Transfer existing e-learning content to the new LMS platform for streamlined access and management
- Implement AI/ML-based functionalities to enhance the overall learning experience for employees
- Provide robust mechanisms for the measurement of training efficacy, enabling continuous improvement

SBI invites bids from eligible bidders to assist in the deployment of the LMS to foster a culture of continuous learning, adaptability, and skill development among its diverse workforces. The selected bidder will play a pivotal role in shaping the future of learning and development at SBI.

The detailed scope of work including functional and technical requirements are given in **Appendix-C and Appendix-E** of this document.

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

- i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
- iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-T** 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.

6. 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.

7. 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 addressed 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.

8. 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.

9. 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 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, A scanned copy of original EMD Bank Guarantee should be uploaded on the portal of e-Procurement agency along with the 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 30 days 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 the format placed in **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.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for providing of Learning Management System in response to the **RFP No. SBI/GITC/HRMS/2024/2025/1156 dated 15/06/2024**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms, etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD (if directly credited to 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 12“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-T**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
If applicable, a 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).
If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under **Appendix-B**.
- ii. **Price Bid for procurement of Learning Management System** in response to the **RFP No. SBI/GITC/HRMS/2024/2025/1156 dated 15/06/2024** should contain only Price Bid strictly on the lines of **Appendix-F**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

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

11. 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 SI 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. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- v. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. 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.

13. PERIOD OF BID VALIDITY:

- i. Bid shall remain valid for duration of 9 calendar months from Bid submission date.
- ii. 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.
- iii. 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.

14. 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.

15. 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 that comply with technical criteria shall become eligible for price Bid opening and further RFP evaluation process.

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

16. 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 are 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.

17. EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. The price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. The minimum qualifying score for being technically qualified would be 75% of the total technical score.
- ii. After the opening of Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 70:30 basis (70% Weightage to Technical and 30% Weightage to Commercial).
- iii. Successful bidder would be selected on the basis of Techno Commercial Evaluation as defined in **Appendix-F** (Illustration).
- iv. 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.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

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

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

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder.

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

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

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

ii. **Verification of local content:**

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

- iii. 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.
- iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix of this RFP together with acceptance of all terms and conditions of RFP.
- v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and Service Provider’s acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- x. Upon notification of award to the successful Bidder, the Bank will 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.

20. 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.

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 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.

22. CONTRACT AMENDMENT:

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

23. 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.

24. 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.

25. 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**.

26. SERVICES:

- i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.

- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.
- iv. Warranty/ AMC (if opted) for the system software/ off-the-shelf software will be provided to the Bank as per the general conditions of sale of such software.
- v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.

- vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration
 - (c) Recovery/ restart facility
 - (d) Backup of system software/ Configuration
- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. PENALTIES:

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

29. 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.

30. 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.

31. 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 grant 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.

32. SUBCONTRACTING:

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

33. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 5 year (s) 6 months. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

34. 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.

35. CONFIDENTIALITY:

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

The Bank reserves its right to recall all the Bank’s materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of the Bank

36. 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).

37. 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. Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
- vii. Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.
- viii. Service Provider agrees that it shall communicate to the Bank well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.

- ix. Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empaneled ISSP, periodically, at least once in a year or as requested by the Bank.
- x. 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.
- xi. The Service Provider shall execute Data Processing Agreement on the format attached as **Appendix-X** to this RFP.
- xii. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.
- xiii. Service Provider shall ensure confidentiality, integrity and availability of the Bank's information at all times and shall comply with regard to the followings:
 - (a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.
 - (b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.
 - (c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.
 - (d) Physical and Environmental Security: Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
 - (e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.
 - (f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.
 - (g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.
 - (h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.
 - (i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.
 - (j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed and managed regularly, to the satisfaction of the Bank.
 - (k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.
 - (l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.

38. 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.

39. 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 a fully paid-up, irrevocable, non-exclusive, unlimited, 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 perpetually. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

45. 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.

46. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

47. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- 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 dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider shall continue work under the Contract during the arbitration 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 arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

48. GOVERNING LANGUAGE:

The governing language shall be English.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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

BID FORM (TECHNICAL BID)

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

Date: _____

To:
State Bank of India,
HRMS Department,
Global IT Centre Belapur,
Railway Station Building,
Tower # 7, 4th floor, CBD Belapur,
Navi Mumbai 400614.

Dear Sir,

Ref: RFP No. SBI/GITC/HRMS/2024/2025/1156 dated 15/06/2024

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

- i. While submitting this Bid, we certify that:
- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the products/services mentioned in this RFP in our price Bid.
  - The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. We undertake that we will not offer, **directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process,**

**or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**

- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. 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.
- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. 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.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. 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.
- xvi. 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.

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

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

\_\_\_\_\_  
(Signature) (Name)  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

## Appendix- B

**Bidder's Eligibility Criteria**

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

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                     | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                  |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                    |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.     | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                     | Bidder should specifically certify in <b>Appendix-A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.     |
| 3.     | The Bidder must have an average turnover of minimum Rs. 20 crore during last 03 (three) financial year(s) i.e. FY 2020-21, FY 2021-22 and FY 2022-23.                                                                                                                    |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 3 years may be submitted.)                 |
| 4.     | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                                             |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 5      | Bidder should have experience of minimum 5 years in providing learning platform (LMS) services                                                                                                                                                                           |                     | Copy of the work order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                              |
| 6.     | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                    |                     | Certificate of local content to be submitted as per <b>Appendix-G</b> .                                                                                                    |
| 7.     | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.                                                                                                                                 |                     | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-N</b>                                                                            |

|     |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <i>(Start and End Date of the Project to be mentioned)<br/>(At least 2 client references are required)</i>                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8.  | Certification Requirements<br>ISO/IEC 27001 OR SOC 2                                                                                                                                                                                                                          |  | Copy of the Valid Certificate(s) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 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 <b>Appendix-A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11. | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India.<br>For OEMs, directly participating, the conditions mentioned above for support center remain applicable.                |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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 <b>Appendix-A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13  | Bidder should have experience in deploying LMS as specified in this RFP to <u>at least two companies</u> in India as on 31.03.2023                                                                                                                                            |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-N</b> with a copy of the work order and / or Certificate of completion of the work.                                                                                                                                                                                                                                                                                                                                                                                                |
| 14  | Bidder should have experience in deploying LMS as specified in this RFP to <u>at least one company</u> with Asset Base of more than Rs. <u>1 Lakh</u>                                                                                                                         |  | Bidder should specifically confirm on their letter head in this regard as per Appendix-N with a copy of the Valid Certificate(s) to be provided including work order, invoice,                                                                                                                                                                                                                                                                                                                                                                                               |

|    |                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                      |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <u>Crores</u> as on 31.03.2023, during the last 5 FY.                                                                                                                                                                                                                      |  | certificate of completion and financial statements (if financial statements not available in public domain)                                                                                                                                          |
| 15 | Bidder should have experience in deploying LMS as specified in this RFP to at least <u>one company in India</u> covering a userbase of at least <u>15000 users</u> , during the last 5 FY, as on 31.03.2023.                                                               |  | Bidder should specifically confirm on their letter head in this regard as per Appendix-N with a copy of the Valid Certificate(s) to be provided including work order, invoice, certificate of completion, etc. indicating the total userbase covered |
| 16 | Bidder should have deployed LMS in at least one of the following: <ul style="list-style-type: none"> <li>• Public Sector Bank/Private Bank or</li> <li>• Public Sector Undertaking or</li> <li>• Listed private company</li> </ul> during the last 5 FY, as on 31.03.2023. |  | Bidder should specifically confirm on their letter head in this regard as per Appendix-N with a copy of the work order and / or Certificate of completion of the work.                                                                               |
| 17 | Bidder should have data center, disaster recovery center, high availability zones across data centers located in India only                                                                                                                                                |  | Self-declaration on the company letter head.                                                                                                                                                                                                         |

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

Bidders are required to furnish evidence for SI No 13 to 16 individually, as all four criteria are compulsory. However, bidders have the flexibility to present evidence from various clients, rather than being limited to a single client for all four points.

**Eligibility criteria mentioned at SI No 3 to 5 and 13 to 16 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 SI No 3 to 5 and 13 to 16 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**

**Seal of Company**

### Learning Platform Requirements

#### 1. List of Mandatory Functional and Technical Requirements

The application proposed by the bidder **must mandatorily have the functionalities given in Table A at go-live**. In the event of failure to comply with the stipulated requirements, penalties shall be imposed in accordance with the delineations set forth in **Appendix-J** of this RFP.

The Bidder is required to submit their responses in the excel sheet provided.

Each requirement in Table A will be evaluated, and the bidder will receive a score based on the following criteria, **provided satisfactory proof is presented by the bidder**. The total score will then be adjusted to a maximum of 30 marks as outlined in **Appendix – T** of this RFP.

| Requirement available as part of the existing offering (Yes/No) | If not available, is it feasible to customize within the implementation timeline | Score for requirement |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------|
| Yes                                                             | -                                                                                | 3                     |
| No                                                              | Yes                                                                              | 1.5                   |

**Table A :**

| Process Name               | Requirement No. # | Requirement                                                                                                                                                                                                         | Type of Requirement (Functional/ Technical) | Available as part of the existing offering (Yes/No) | Shall be customized within the implementation timeline | Applicability of requirement (Mobile/ Web/ Both) |
|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------|--------------------------------------------------------|--------------------------------------------------|
| User Experience Management | 1.01              | Home page should include a running notification bar to show key training-related alerts including but not limited to new/upcoming training programs, quizzes/surveys launched, contests/case studies launched, etc. | Functional                                  |                                                     |                                                        |                                                  |
| User Experience Management | 1.02              | System should have the ability to support screen reading functionality such as JAWS (Job Access With Speech) for PWD (people with disability)                                                                       | Functional                                  |                                                     |                                                        |                                                  |

|                               |      |                                                                                                                                                                                                          |            |  |  |  |
|-------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| User Experience Management    | 1.03 | Home Page should have a 'help' feature to guide users on various functionalities of the learning platform                                                                                                | Functional |  |  |  |
| User Experience Management    | 1.04 | System should have the ability to support multi-lingual interface with English and Hindi mandatory                                                                                                       | Functional |  |  |  |
| User Experience Management    | 1.05 | Home page should be customizable in the arrangement of features, tiles, etc. and basis the user profile selected                                                                                         | Functional |  |  |  |
| User Experience Management    | 1.06 | Platform should be customizable in accordance with the SBI branding guidelines including colors, font size and style, logos, graphics, etc.                                                              | Functional |  |  |  |
| User Experience Management    | 1.07 | System should provide the ability to save learner progress while accessing e-learning courses and allow learners to resume learning from where they left                                                 | Functional |  |  |  |
| Login and Password Management | 2.01 | System should provide the ability for both learners and admin to set/change password in alignment with the bank's pre-defined password guidelines                                                        | Functional |  |  |  |
| Login and Password Management | 2.02 | System should have session time out, password expiry functionality configured and managed as per the Bank's policy. Users should receive a prompt to continue or extend their session to avoid re-login. | Functional |  |  |  |
| Login and Password Management | 2.03 | System should have the ability to provide single-sign-on/ active directory (AD) for SBI employees using their employee ID with an option for                                                             | Functional |  |  |  |



|                     |      |                                                                                                                                                                                                                           |            |  |  |  |
|---------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                     |      | multifactor authentication                                                                                                                                                                                                |            |  |  |  |
| Calendar Management | 3.01 | System should have the ability to allow faculty/ L&D admin to create and publish a training calendar by type of training center, location, etc.                                                                           | Functional |  |  |  |
| Calendar Management | 3.02 | System should allow learners to view training calendars by type of training center, location, etc. to which they are mapped                                                                                               | Functional |  |  |  |
| Training Nomination | 4.01 | System should provide the ability for learners to self-nominate for training programs they are eligible for                                                                                                               | Functional |  |  |  |
| Training Nomination | 4.02 | System should provide the ability for managers/L&D admins to nominate learners for training programs they are eligible for                                                                                                | Functional |  |  |  |
| Training Nomination | 4.03 | System should have the ability to provide a list of learners eligible for a training program basis pre-defined criteria e.g. role, minimum tenure, no. of programs attended in an FY, etc. to ease the nomination process | Functional |  |  |  |
| Training Nomination | 4.04 | System should provide the ability for L&D admins to approve/decline nominations received for training programs                                                                                                            | Functional |  |  |  |
| Training Nomination | 4.05 | System should provide the ability for managers to approve/decline nominations received from learners and/or L&D admins                                                                                                    | Functional |  |  |  |

|                         |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |  |  |  |
|-------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Training Nominatio<br>n | 4.06 | System should provide the ability for learners and admins to send reminders to learner’s reporting manager to approve program nomination                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Functional |  |  |  |
| Training Nominatio<br>n | 4.07 | System should have the ability to prompt/notify learners in case they have already completed a training program and attempt to self-nominate again                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Functional |  |  |  |
| Training Nominatio<br>n | 4.08 | System should be able to prevent duplicate enrollments in training programs by notifying admins and/or managers when nominating a participant who has already completed the program                                                                                                                                                                                                                                                                                                                                                                                                                             | Functional |  |  |  |
| Content Manageme<br>nt  | 5.01 | System should provide the ability to host, access, score, and track the following delivery methods, including but not limited to: <ul style="list-style-type: none"> <li>• E-learning (SCORM)</li> <li>• Video-based learning</li> <li>• Micro-learning nuggets</li> <li>•</li> <li>• ILT/VILT/Webinars</li> <li>• Podcasts</li> <li>• E-books</li> <li>• Social Learning/ E-discussion Groups/ Chat</li> <li>• Online Assessments/ Quizzes</li> <li>• Surveys</li> <li>• AR/VR</li> <li>• Electronic documents such as PDF (case studies, research material, publications, books), iPDFs, articles,</li> </ul> | Functional |  |  |  |

|                    |      |                                                                                                                                                                       |            |  |  |  |
|--------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                    |      | Microsoft Office documents etc.                                                                                                                                       |            |  |  |  |
| Content Management | 5.02 | System should provide the ability to track time spent on all content types (for e.g., e-learnings, videos, PDFs, webinars, etc.) before marking the completion status | Functional |  |  |  |
| Content Management | 5.03 | System should provide the ability to track the version history for all content types including the date the content was last edited                                   | Functional |  |  |  |
| Content Management | 5.04 | System should have an integrated content and media server with no limit on data upload                                                                                | Functional |  |  |  |
| Content Management | 5.05 | System must have a built-in SCORM player so that a preview of content packages is possible in a real-life environment                                                 | Functional |  |  |  |
| Content Management | 5.06 | System should provide the ability to host, deliver, and track content compliant with SCORM 1.2 and above and xAPI                                                     | Functional |  |  |  |
| Content Management | 5.07 | System should provide the ability to copy-disabled content (not allow screenshots) on the mobile app to prevent its unauthorized use                                  | Functional |  |  |  |
| Content Management | 5.08 | For mobile application, the system should only allow in-app download                                                                                                  | Functional |  |  |  |
| Content Management | 5.09 | The system should offer users the capability to access learning content offline and synchronize their learning progress with the platform when they are online        | Functional |  |  |  |

|                                               |      |                                                                                                                                                                                                                         |            |  |  |  |
|-----------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Content Management/User Experience Management | 6.01 | System should provide the ability to rate all learning content types(for e.g., ILT, VILT, e-learning, videos, PDFs, etc.) post completion including numeric rating, star rating, etc.                                   | Functional |  |  |  |
| Content Management/User Experience Management | 6.02 | System should provide the ability for learners to view percentage completions or number of completions/views on specific courses (e.g., 10% of your peers have completed a specific course, 10k views, 25k completions) | Functional |  |  |  |
| Content Management/User Experience Management | 6.03 | System should provide the ability to view a consolidated rating as well as comments given by other users on all learning content types (for e.g., ILT, VILT, e-learning, videos, PDFs, etc.)                            | Functional |  |  |  |
| Content Management/User Experience Management | 6.04 | System should provide the ability to add comments on all learning content types (for e.g., ILT, VILT, e-learning, videos, PDFs, etc.)                                                                                   | Functional |  |  |  |
| Program Management                            | 7.01 | System should have a built-in skills taxonomy for linking skills to job roles and learning content                                                                                                                      | Functional |  |  |  |
| Program Management                            | 7.02 | System should have the ability to configure a customized skills taxonomy for linking skills to job roles and learning content                                                                                           | Functional |  |  |  |
| Program Management                            | 7.03 | System should have the ability to create an ILT that extends beyond a single day. <i>(Please note: Each program/ILT may</i>                                                                                             | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |  |  |  |
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|                    |      | <i>extend over multiple days, with several sessions conducted each day. These sessions may be conducted by different faculty members)</i>                                                                                                                                                                                                                                                                                                                                                                                                         |            |  |  |  |
| Program Management | 7.04 | System should provide the ability to include the following fields (non-exhaustive) while creating learning across all content types (as applicable): title/topic, owner, training center, location, training room name and number, competency/skill, KRA, role eligibility, start date, end/expiry data, duration, program coordinator/owner, faculty mapping, mapping of bank mandated principles, no. of slots/seats available for ILT/VILT, training type (internal, external training etc.), cost of program, mandatory vs non-mandatory etc. | Functional |  |  |  |
| Program Management | 7.05 | System should provide ability for admin to sequence an ILT into pre-reads, pre-assessment, series of sessions per day, post-assessment, post-program reads and post-program webinar with an option for tagging mandatory vs non-mandatory                                                                                                                                                                                                                                                                                                         | Functional |  |  |  |
| Program Management | 7.06 | System should have the ability to map an overall coordinator(s) for the ILT and different faculty for each session within the ILT                                                                                                                                                                                                                                                                                                                                                                                                                 | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |  |  |
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| Program Management | 7.07 | System should have the ability to duplicate an instance of learning path/ILT/VILT to avoid re-entering information, with flexibility to edit content in certain fields (e.g., date, time etc.)                                                                                                                                                                                                             | Functional |  |  |  |
| Program Management | 7.08 | When creating an ILT/VILT system should provide admin with the ability to allocate seats to certain locations                                                                                                                                                                                                                                                                                              | Functional |  |  |  |
| Program Management | 7.09 | System should have the ability to auto-notify faculty/admin once the seats for an ILT/VILT are filled                                                                                                                                                                                                                                                                                                      | Functional |  |  |  |
| Program Management | 7.10 | System should provide ability to allow learners to register for webinar on 'first come first serve' basis and close registrations once seats are filled                                                                                                                                                                                                                                                    | Functional |  |  |  |
| Program Management | 7.11 | System should have the ability to send system-driven customized reminders/notifications through email/SMS/in-app notifications for learners including but not limited: <ul style="list-style-type: none"> <li>• notification on upload/launch of new ILT/VILT/e-learning</li> <li>• reminders on upcoming programs scheduled/nominated for</li> <li>• reminders to complete mandatory trainings</li> </ul> | Functional |  |  |  |
| Program Management | 7.12 | System should have the ability to notify learner & manager when a learner is assigned an ILT/VILT with required session                                                                                                                                                                                                                                                                                    | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                          |            |  |  |  |
|--------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                    |      | details, date, time, location, duration, etc                                                                                                                                                                                                             |            |  |  |  |
| Program Management | 7.13 | System should have the ability to send calendar invite (sync with outlook) to learner for assigned / nominated ILT/VILT with details including but not limited to session dates, topic, location, duration, etc.                                         | Functional |  |  |  |
| Program Management | 7.14 | System should have the ability to capture feedback at a program (ILT) level and session level                                                                                                                                                            | Functional |  |  |  |
| Program Management | 7.15 | System should provide the ability to launch quizzes/survey/polls during an ILT session to the attendees                                                                                                                                                  | Functional |  |  |  |
| Program Management | 7.16 | System should have the ability to allow admins to define the completion timeline for mandatory programs assigned to learners ( <i>e.g., newly joined probationary officers should complete 50 e-learning courses within 24 months of their joining</i> ) | Functional |  |  |  |
| Program Management | 7.17 | System should provide the ability for admins to configure/customize the completion certificate on the learning platform                                                                                                                                  | Functional |  |  |  |
| Program Management | 7.18 | System should have the ability to provide learners with a list of external training programs available and allow them to self-nominate basis eligibility                                                                                                 | Functional |  |  |  |

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| Program Management | 7.19 | System should have the ability to exempt learners from mandatory trainings (all types) by obtaining data from HRMS or marking exemption through the learning platform                                                                                                                                               | Functional |  |  |  |
| Program Management | 7.20 | System should provide ability for admins to create and assign learning content and learning path (ILT, VILT, e-learning) based on a single or combination of multiple criteria such as SBI divisions, functions, job families, job roles, location, career level, competencies/skills, training centre mapping etc. | Functional |  |  |  |
| Program Management | 7.21 | System should have the ability to auto-retire courses and revoke learner access post end/expiry date                                                                                                                                                                                                                | Functional |  |  |  |
| Program Management | 7.22 | System should have the ability to auto-notify owner of a course/program/e-learning on the expiry date a pre-defined no. of days before it expires                                                                                                                                                                   | Functional |  |  |  |
| Program Management | 7.23 | System should have the ability to create a database of questions (MCQ, true or false, fill in the blanks etc.) by topics                                                                                                                                                                                            | Functional |  |  |  |
| Program Management | 7.24 | System should have a maker checker configuration to approve the question bank created per topic                                                                                                                                                                                                                     | Functional |  |  |  |
| Program Management | 7.25 | System should provide the ability to search question bank by topic name, question bank ID, keywords, etc.                                                                                                                                                                                                           | Functional |  |  |  |



|                          |      |                                                                                                                                                                                                                                                                                                                                                                                                                              |            |  |  |  |
|--------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Program Management       | 7.26 | System should allow L&D admin/ faculty the ability to create an assessment by searching and selecting questions across question banks                                                                                                                                                                                                                                                                                        | Functional |  |  |  |
| Browse/Search Management | 8.01 | System should enable search functionality for learners to search all learning content types by a single or combination of criteria including but not limited to:<br>- program/course name<br>- role<br>- eligibility<br>- training institute<br>- zone/location<br>- domain/ topic<br>- competencies/skills<br>- assigned course<br>- duration<br>- type of content (ILT/VILT/e-learning etc.)<br>- nomination<br>- keywords | Functional |  |  |  |
| Browse/Search Management | 8.02 | System should enable search functionality for admin to search for learners and other users as required by a single or combination of criteria including but not limited to employee ID, first name, last name, role, user profiles etc.                                                                                                                                                                                      | Functional |  |  |  |
| Browse/Search Management | 8.03 | System should enable search functionality for managers to search/filter direct reports by a single or combination of criteria including but not limited to employee ID, first name, last name, role etc.                                                                                                                                                                                                                     | Functional |  |  |  |
| Browse/Search Management | 8.04 | System should enable search functionality for faculty to search for trainings they are mapped/assigned to                                                                                                                                                                                                                                                                                                                    | Functional |  |  |  |

|                              |       |                                                                                                                                                                                              |            |  |  |  |
|------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Gamified Learning Experience | 9.01  | System should have the ability to create a section on the platform for learner & faculty recognition including but not limited to photo, name, designation, location, leaderboard score etc. | Functional |  |  |  |
| Gamified Learning Experience | 9.02  | System should have the ability to allow learners to earn points/badges based on pre-determined milestones, such as number of completions, timeline for completion, etc.                      | Functional |  |  |  |
| Gamified Learning Experience | 9.03  | System should provide users the ability to filter a leaderboard by content type e.g., for e-learnings, VILT, ILT etc.                                                                        | Functional |  |  |  |
| Gamified Learning Experience | 9.04  | System should provide users the ability to apply filters to leaderboard including but not limited to type of training institute, zone, region, job role etc.                                 | Functional |  |  |  |
| Social Learning              | 10.01 | System should provide a discussion forum for all users to facilitate collaborative learning through posts and comments                                                                       | Functional |  |  |  |
| Social Learning              | 10.02 | System should provide the ability for users to recommend courses to other users through discussion boards                                                                                    | Functional |  |  |  |
| Report Management            | 11.01 | System should provide the ability for learners to access a learning dashboard with features including but not limited to list of learning content assigned, progress/status of               | Functional |  |  |  |

|                   |       |                                                                                                                                                                                                                                                                                                                |            |  |  |  |
|-------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                   |       | learning, upcoming training scheduled etc.                                                                                                                                                                                                                                                                     |            |  |  |  |
| Report Management | 11.02 | System should provide the ability for all users to subscribe to periodic reports based on their user profile                                                                                                                                                                                                   | Functional |  |  |  |
| Report Management | 11.03 | System should provide the ability to filter aggregated data by multiple learner-specific or organizational criteria including but not limited to employee ID, SBI divisions, functions, job families, job roles, scale/career level, competencies, training institute type, location, program name/topic, etc. | Functional |  |  |  |
| Report Management | 11.04 | System should provide the ability to schedule the generation of reports basis timelines defined by the bank including weekly, monthly, quarterly, and annually                                                                                                                                                 | Functional |  |  |  |
| Report Management | 11.05 | System should have the ability to analyze data and provide insights with visual representation (analytics capabilities)                                                                                                                                                                                        | Functional |  |  |  |
| Report Management | 11.06 | System should provide the ability to download reports in formats including but not limited to excel, plain text, CSV, PDF, RCN, TCH, etc.                                                                                                                                                                      | Functional |  |  |  |
| Report Management | 11.07 | System should provide the ability to assign access to customized reports/dashboards                                                                                                                                                                                                                            | Functional |  |  |  |

|                   |       |                                                                                                                                                                                                                                                                                                                                                                                                                      |            |  |  |  |
|-------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                   |       | basis the security profile of users                                                                                                                                                                                                                                                                                                                                                                                  |            |  |  |  |
| Report Management | 11.08 | System should provide the ability to report consolidated feedback data for both learners and faculty                                                                                                                                                                                                                                                                                                                 | Functional |  |  |  |
| Report Management | 11.09 | System should provide the ability to access learner's learning history basis type of access granted                                                                                                                                                                                                                                                                                                                  | Functional |  |  |  |
| Report Management | 11.10 | System should have the ability to generate report on learning costs by training centers                                                                                                                                                                                                                                                                                                                              | Functional |  |  |  |
| Report Management | 11.11 | System should have the ability to consolidate learner data to provide list of learners who have not completed any training in specified duration (e.g. Last FY), list of learners with less than defined hours of training completed (e.g. learners with less than 2 hours of training), list of learners with assignment/quiz scores less than defined threshold (e.g. learners who have scored less than 10 marks) | Functional |  |  |  |
| Report Management | 11.12 | System should provide the ability to generate reports for training centers including data such as no. of training programs completed – monthly, quarterly, annually, no. of employees/learners trained by job role, scale/level etc. classroom capacity utilization etc.                                                                                                                                             | Functional |  |  |  |
| Report Management | 11.13 | System should be able to track, consolidate and report learning content data including but not limited to no.                                                                                                                                                                                                                                                                                                        | Functional |  |  |  |

|                   |       |                                                                                                                                                                                                                                                                                                         |            |  |  |  |
|-------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                   |       | of views/downloads, consolidated reviews/ratings, highest vs lowest views/ratings etc.                                                                                                                                                                                                                  |            |  |  |  |
| Report Management | 11.14 | System should have the ability to track, consolidate and report data for internal & external training (e.g., MOOCs)                                                                                                                                                                                     | Functional |  |  |  |
| Report Management | 11.15 | System should have the ability to generate reports on the no. of training hours completed by learner for all learning content types in a month, quarter, annually for internal and external training                                                                                                    | Functional |  |  |  |
| Report Management | 11.16 | System should have the ability to create reports for mandatory trainings including data such as program name/topic, unique no. of employees trained, total staff trained in a particular quarter, year etc.                                                                                             | Functional |  |  |  |
| Report Management | 11.17 | System should have the ability to generate individual employee-wise learning reports on entering employee ID, with learning details including but not limited to list of mandatory/optional learning content/assessments and status including not started/in progress/completed, learning history, etc. | Functional |  |  |  |
| Report Management | 11.18 | System should have report builder functionality for custom report creation                                                                                                                                                                                                                              | Functional |  |  |  |
| Report Management | 11.19 | System should provide the ability to set up customized reports/dashboards to track progress of learning across all content types and                                                                                                                                                                    | Functional |  |  |  |

|                                    |       |                                                                                                                                                                                                                                            |            |  |  |  |
|------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                                    |       | users (internal and external)                                                                                                                                                                                                              |            |  |  |  |
| Report Management                  | 11.20 | System should have the ability to generate comparative reports (e.g. Comparison of Q1 to Q2 completion in a given FY)                                                                                                                      | Functional |  |  |  |
| Tracking Attendance and Completion | 12.01 | System should provide the ability to mark attendance on webinar basis pre-define criteria such as no. of hours spent in the webinar                                                                                                        | Functional |  |  |  |
| Tracking Attendance and Completion | 12.02 | System should provide the ability for learner to upload certificate post completion of any external (non-SBI) programs with checker functionality (e.g., reporting manager or L&D team to validate and approve the certification uploaded) | Functional |  |  |  |
| Tracking Attendance and Completion | 12.03 | System should have the ability to capture attendance for in-person programs (ILT) using system-driven mechanisms such as QR code and also have the ability for admin/faculty to authenticate attendance marked by the learner              | Functional |  |  |  |
| Tracking Attendance and Completion | 12.04 | System should provide the ability for learner to view/download/print the completion certificate                                                                                                                                            | Functional |  |  |  |
| Tracking Attendance and Completion | 12.05 | System should provide the ability to track mandatory training completion across all learning modalities and assign a score to participants basis                                                                                           | Functional |  |  |  |

|                               |       |                                                                                                                                                                                                                            |            |  |  |  |
|-------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                               |       | progress/completion and other pre-defined criteria. Score should flow back to the HRMS and / or PMS                                                                                                                        |            |  |  |  |
| Learning Ecosystem Management | 13.01 | System should have the ability to support up to 5 layers of customized approval workflows                                                                                                                                  | Functional |  |  |  |
| Learning Ecosystem Management | 13.02 | System should have the ability to create and maintain database of training center and faculty (both internal and external) information                                                                                     | Functional |  |  |  |
| Administrative Support        | 14.01 | Service provider must provide a ticketing system to log all queries (L1 and above) on a single platform. L1 issues will be managed by the SBI admin team and L2 and above issues are to be handled by the service provide. | Technical  |  |  |  |
| General                       | 15.01 | System should have the ability to support all standard web browsers like Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Mozilla, Safari, Firefox, Opera etc.                                                  | Technical  |  |  |  |
| General                       | 15.02 | System should have the ability to support multiple operating systems like Microsoft Windows 10 and above, Mac OSX, Snow Leopard and above etc. on the web version and Andriod and iOS on the mobile version                | Technical  |  |  |  |
| General                       | 15.03 | System should provide multi-device and multi-channel access (desktop/tablet/mobile) for all users on web                                                                                                                   | Technical  |  |  |  |

|             |       |                                                                                                                                                                                         |           |  |  |  |
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|             |       | as well as on mobile app with screen responsiveness for adaptability according to screen dimension                                                                                      |           |  |  |  |
| General     | 15.04 | System should have the ability to restrict concurrent login by the same user on multiple devices i.e., restrict access to single device at a time                                       | Technical |  |  |  |
| General     | 15.05 | System should have cloud based storage and administration of content. Streaming capacity should not be a constraint                                                                     | Technical |  |  |  |
| General     | 15.06 | System should have the ability to auto-adjust the resolution of videos basis internet & intranet bandwidth of the user (in-app video download, with ability to decide download quality) | Technical |  |  |  |
| General     | 15.07 | System should have the ability to configure IP address for certain online exams/courses/programs so that they can only be accessible from designated SBI centers                        | Technical |  |  |  |
| General     | 15.08 | System should have the ability to migrate existing SBI data spread including content and learner history from across multiple SBI platforms                                             | Technical |  |  |  |
| Integration | 16.01 | System should have the ability to integrate with HRMS & PMS on a real time basis                                                                                                        | Technical |  |  |  |
| Integration | 16.02 | System should have the ability to integrate with external APIs such as MOOCs                                                                                                            | Technical |  |  |  |



|             |       |                                                                                                                                                                                                                                                                                                                     |           |  |  |  |
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| Integration | 16.03 | System should have the ability to curate courses from the integrated MOOCs and allow admins to assign such courses to learner's basis a pre-defined criteria such as role, tenure etc. (i.e., learners cannot see the entire catalogue of a MOOC. They can only see courses they are allowed to enrol for/complete) | Technical |  |  |  |
| Integration | 16.04 | System should have the ability to integrate with APIs such as Outlook, MS Teams, Zoom, WebEx etc. Bidders to share details of the standard integrations include in the product in the template provided in <b>Appendix W</b>                                                                                        | Technical |  |  |  |
| Integration | 16.05 | System should have the ability to support data flow from HRMS & PMS to the learning platform and vice-versa                                                                                                                                                                                                         | Technical |  |  |  |
| Integration | 16.06 | System should have the ability to track KRA and KPI information from PMS and recommend learning courses appropriately.                                                                                                                                                                                              | Technical |  |  |  |
| Scalability | 17.01 | System should have the ability to support min 2.5 Lakh staff and 1 Lakh non-staff of SBI ( <i>Please note these number do not indicate commitment of minimum licenses</i> )                                                                                                                                         | Technical |  |  |  |
| Scalability | 17.02 | Should support at least 10% concurrent users at a time with no application performance issues ( <i>Please note: Bidders are required to submit a load test report for 30k+ concurrent users at</i>                                                                                                                  | Technical |  |  |  |

|                 |       | <i>the time of technical bid submission)</i>                                                                                                                                                                                                                                                                                                                                    |           |  |  |  |
|-----------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| User Management | 18.01 | System should have the ability to provide external users (who are not on the HRMS/do not have an employee ID), the option to log in through alternative mechanisms such as email ID, basis the assigned user profile. Additionally, multifactor authentication should be implemented for secure access.                                                                         | Technical |  |  |  |
| User Management | 18.02 | The system should support external user self-registration on the learning platform. Additionally, admins must possess the ability to authenticate these external users to obtain access to the learning platform                                                                                                                                                                | Technical |  |  |  |
| User Management | 18.03 | System should have the ability to create/edit/manage a minimum of 25 security profiles in the system (with differing access rights) including but not limited to learner, manager, manager of manager, faculty, training center head, L&D, maker, checker, admin, super admin etc. basis level of access rights (create/edit/view/delete/assign learning and reports) required. | Technical |  |  |  |

|                 |       |                                                                                                                                                                                                                                                                                                                                                                                                                 |           |  |  |  |
|-----------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| User Management | 18.04 | System should have the ability to change access type/security profile of learner from external user to internal user and vice-versa without loss of learning history (e.g., probationary officers will be treated as external users for 45 days and provided restricted access to the learning platform using a temporary ID. Once the PFID is generated the user profile needs to be changed to internal user) | Technical |  |  |  |
| User Management | 18.05 | System should have the ability to accurately map each user according to their position in the current org structure in their respective geographies (as given in Appendix-S) and SBI entities for defining access right to learnings across content types                                                                                                                                                       | Technical |  |  |  |
| User Management | 18.06 | System should have the ability for the super admin to perform all activities across all other user profiles including the ability to create/edit/manage/delete/assign user profiles                                                                                                                                                                                                                             | Technical |  |  |  |
| User Management | 18.07 | System should allow admin profiles to complete user registrations individually or through the export or import of user data (e.g. Bulk upload of user data through .csv file)                                                                                                                                                                                                                                   | Technical |  |  |  |

|                 |       |                                                                                                                                                                                                                                                  |           |  |  |  |
|-----------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| User Management | 18.08 | System should have the ability to create certain admin profiles which can create/edit/ delete data for one or more specific learner groups (e.g., Admin rights to manually mark course completion for local officers based in foreign locations) | Technical |  |  |  |
|-----------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|

Below is an indicative non-exhaustive list of user profiles and their corresponding access rights, to provide the bidder with an understanding of the expectations from the LMS.

**Ability for learner user profile to:**

*Note: This is a non-exhaustive list*

- Search/view relevant learning paths/curriculum and learning content
- Download relevant learning content
- Self-nominate/self-enroll for relevant learning programs/content
- Access and complete learning programs/content assigned and rate them post completion
- Confirm attendance for in person learning programs (e.g., QR code scanning)
- Complete/submit feedback, assessments, assignments
- Participate in discussion forums and chat with peers, faculty, mentors, and other learners
- Submit quizzes, assignments and assessments
- Receive appropriate notifications
- Receive certificates/badges and upload certificates received from having completed external trainings
- View grades/feedback received from managers/faculty, view leaderboard, learning history, learner dashboards for tracking learning progress

**Ability for the manager user profile to:**

*Note: This is a non-exhaustive list*

- Assign learning content to subordinates
- Approve/decline self-nominations received
- View learning history and learning progress of subordinates
- Approve certificates uploaded by the subordinate
- Complete feedback on subordinates

**Ability for the faculty user profile to:**

*Note: This is a non-exhaustive list*

- Create/ edit/ delete/ upload/ launch/ deploy learning programs/ courses across all content types
- Create/edit/delete/upload/publish learning calendar and schedule learning programs/ courses across all content types
- Manage learning cohorts/ batches
- Assign learning content to specific learners
- Validate attendance of learners for in-person learning programs based on nominations and confirmation from learners
- Review/ grade assignments/ submissions/ assessments from learners
- Provide feedback to learners through a feedback form
- Launch discussion forums for specific learners (closed groups)
- View feedback received from learners
- View learning history and learning progress of learners

- Create/view/ download reports

**Ability for the admin to:**

*Note: This is a non-exhaustive list*

- Create/modify/delete user profiles including assigning roles and managing permissions
- Create/ edit/ delete/ upload/ launch/ deploy learning programs/ courses across all content types
- Enroll learners for learning programs across all content types and modify enrollment as required
- Manage standard system configurations (e.g., configuration of notification, reports etc.)
- Create/view/download reports implement and manage security measures (e.g., user authentication, access rights etc.)

**2. List of Addition Functional and Technical Requirements (Non-mandatory)**

**Table B:**

The Bidder is required to submit their responses in the excel sheet provided.

| Process Name               | Requirement No. | Requirement                                                                                                                                                                                          | Types of requirements | Available as part of the existing offering (Yes/No) | If not available, is it feasible to customize within the implementation timeline (Yes/No) | Applicability of Requirement (Web/Mobile/Both) |
|----------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------|
| User Experience Management | I.A             | System should have the ability to support multi-lingual interface with minimum 3 Indian languages other than Hindi                                                                                   | Functional            |                                                     |                                                                                           |                                                |
| User Experience Management | I.B             | System should provide users ability to set a default language preference                                                                                                                             | Functional            |                                                     |                                                                                           |                                                |
| User Experience Management | I.C             | System should provide the ability to generate scorecards based on completed trainings, assessments and other defined metrics.                                                                        | Functional            |                                                     |                                                                                           |                                                |
| Calendar Management        | II              | System should allow approval workflow for calendar to ensure calendar is approved before it is launched to learners                                                                                  | Functional            |                                                     |                                                                                           |                                                |
| Training Nomination        | III             | The system should prompt the user if they attempt to register for multiple trainings scheduled at the same time.                                                                                     | Functional            |                                                     |                                                                                           |                                                |
| Content Management         | IV.A            | System should provide the ability to support content creation and modification – including content authoring/editing and ability to make updates to the content without impacting learner experience | Functional            |                                                     |                                                                                           |                                                |
| Content Management         | IV.B            | System should provide the ability for admin to regulate/restrict download of learning content                                                                                                        | Functional            |                                                     |                                                                                           |                                                |

|                                                   |       |                                                                                                                                           |            |  |  |  |
|---------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Content Management                                | IV.C  | System should provide the ability for learners to enable or disable subtitles and transcripts                                             | Functional |  |  |  |
| Content Management                                | IV.D  | System should have the ability to enable or disable fast-forwarding and/or skipping video / slide in e-learning content                   | Functional |  |  |  |
| Content Management                                | IV.E  | System should provide functionality to prevent unauthorized copying of learning content such as disabling right-click and/or watermarking | Functional |  |  |  |
| Content Management/<br>User Experience Management | V     | System should provide learners the ability to bookmark learning across all learning content types                                         | Functional |  |  |  |
| Program Management                                | VI    | System should provide learners the ability to create their own learning paths basis eligibility of learning and track progress            | Functional |  |  |  |
| Social Learning                                   | VII.A | System should have the ability to allow admins to assign mentors to individual learner or learner groups                                  | Functional |  |  |  |
| Social Learning                                   | VII.B | System should provide mentors and mentees the ability to share feedback based on pre-defined parameters                                   | Functional |  |  |  |
| Social Learning                                   | VII.C | System should provide mentors and mentee the ability to set up meetings, chat, share courses, etc. through the platform                   | Functional |  |  |  |
| Social Learning                                   | VII.D | System should provide chat feature for users to chat with other users 24/7 including notification on receiving messages                   | Functional |  |  |  |
| Report Management                                 | VIII  | System should provide the ability to generate reports on gamification related to leaderboard points, badges, etc.                         | Functional |  |  |  |
| Learning Ecosystem Management                     | IX.A  | System should have the ability to provide library management features, including but not limited to, catalogue management, inventory      | Functional |  |  |  |

|                               |      |                                                                                                                                                            |            |  |  |  |
|-------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                               |      | tracking, issuing resources, search functionality, etc.                                                                                                    |            |  |  |  |
| Learning Ecosystem Management | IX.B | System should have the ability to support remote proctoring features                                                                                       | Functional |  |  |  |
| Learning Ecosystem Management | IX.C | System should have the ability to provide hostel management features, including but not limited to tracking occupancy, room booking, room allocation, etc. | Functional |  |  |  |
| General                       | X.A  | System should provide auto-rotation on the mobile application                                                                                              | Technical  |  |  |  |
| General                       | X.B  | System should have the ability to provide SIM binding feature for mobile application                                                                       | Technical  |  |  |  |
| General                       | X.C  | System should have the ability to provide the learner the option to select download quality for applicable content types                                   | Technical  |  |  |  |

### 3. Other Requirements

The bidder shall be required to comply with the following requirements:

1. Set up and maintenance of development, UAT, pre-production, production, DR and near DR sites of the LMS.

| Site           | Instances                          | Size                  |
|----------------|------------------------------------|-----------------------|
| Development    | Web App DB                         | 25% of production     |
| UAT            | Web App DB                         | 25% of production     |
| Pre-production | Web App DB                         | Replica of production |
| Production     | Web App DB                         |                       |
| DR             | Web App DB                         | Replica of production |
| Near DR        | Replication and storage of DB logs |                       |

2. The system should have undergone system testing, integration testing, regression testing, load testing, performance testing and user acceptance testing before org-wide go live

### 3. Cloud Requirements

The bidder must comply with the below mandatory requirements.



**Table C-1: Cloud Requirements**

| SR No | Nature of Requirement                                | Compliance as per Appendix R |
|-------|------------------------------------------------------|------------------------------|
| 1     | Deployment Model Specific Requirements               |                              |
| 2     | General Requirements                                 |                              |
| 3     | Service Management Requirements                      |                              |
| 4     | User/Admin Portal Requirements                       |                              |
| 5     | LAN / WAN Requirements                               |                              |
| 6     | Disaster Recovery & Business Continuity Requirements |                              |
| 7     | Security Requirements                                |                              |
| 8     | Management Reporting Requirements                    |                              |
| 9     | Exit Management / Transition Requirements            |                              |
| 10    | Managed Services Requirements                        |                              |

The above compliance must be maintained by selected bidder on an on-going basis and conformation as per the Bank's format shall be provided to the Bank periodically/on demand.

The bidder will comply with the full-fledged guidelines & standards as and when such guidelines / standards are published by the Bank before go-live. The bidder shall comply with the changes guidelines & standards published by the Bank from time to time during the period of contract.

**Name & Signature of authorised signatory**

**Seal of Company**

Appendix- D

**Bidder Details**

Details of the Bidder

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

**Name & Signature of authorised signatory**

**Seal of Company**

Scope of Work and Payment Schedule

| Sl No | Particulars                     | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Product/Services | <p>Description of the envisaged scope is enumerated as under. However, the Bank at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.</p> <p>i. SBI envisions deploying a comprehensive Learning Management System (LMS) to propel its Learning and Development plans</p> <p>ii. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of learning management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.</p> <p>iii. The Bidder will be required to fix any vulnerability that is found to be inherent in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.</p> <p>iv. The bidder is required to depute an implementation and post-implementation team and share their profile details and roles and responsibilities as per the details provided in <b>Appendix – U</b>.<br/>Bidders to take note of the following with regards to the staffing:</p> <ul style="list-style-type: none"> <li>• Sharing resources’ profile: Resources’ profile must be shared with the Bank. After the evaluation of the profile, the Bank may interact with resources and provide consent if found suitable for the project.</li> <li>• Attrition period: - It is to be ensured that, resources should continue in project for the duration of the contract</li> <li>• Replacement if any, of the resource should be provided within 15 days. Bank will charge penalty for nonavailability of resources.</li> <li>• All resources deployed on the project will work from onsite as required at the location specified by the Bank.</li> <li>• Knowledge Transfer: - All new resources should have 30 days evaluation time and the billing of resources will start after completion of evaluation period.</li> </ul> |

|   |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                             | <ul style="list-style-type: none"> <li>• Bank has right to reject the services of bidder resources anytime during the period of contract.</li> <li>• Bank at its discretion shall change the number of resources required for the project however total number of deployed resources should not exceed 40 at any point in time.</li> </ul> <p>v. The bidder is required to note the following points:</p> <ul style="list-style-type: none"> <li>• The bidder has to size the Solution covering hardware, software &amp; services to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank.</li> <li>• The bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda &amp; corrigenda issued thereafter. The Bank assumes no responsibility for assumptions made by the bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the bidder will have to upgrade, modify or replace the solution at no additional cost to the Bank.</li> <li>• The bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The Bank will not be responsible for any errors in the bid submitted by the bidder.</li> </ul> <p>Assumptions,</p> <ul style="list-style-type: none"> <li>• The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license-related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.</li> <li>• Further if the selected Bidder has missed out providing any required licenses/artifact/resource requirements etc. to the Bank, then the Bank will not bear any additional amount for procurement of such licenses/artifact/provision of resources at a later date. Selected Bidder is required to consider the Technical Support of the Solution and related application software for the period of contract from day one.</li> </ul> |
| 2 | Description of Deliverables | <p>i. Bidder shall meet the LMS requirements on Web and Mobile app as outlined in Appendix C of this RFP</p> <p>ii. The system should have undergone system testing, integration testing, regression testing, load testing, performance testing and user acceptance testing before org-wide go live.</p> <p>iii. The bidder will also be required to submit the following list of documentation:</p> <ul style="list-style-type: none"> <li>• Project plan, technical design document and product specifications</li> <li>• LMS Configuration Workbooks</li> <li>• Product manual including software media and license materials</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------|--|----------------------------------------|----------------------------------|-------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------|--------------------------------------|--------------------------------------------------|-------------------------|---------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                       |                                                                           | <ul style="list-style-type: none"> <li>• Integration Specification Document</li> <li>• Data Migration Strategy &amp; Implementation Plan</li> <li>• Testing Strategy</li> <li>• System Validation Test Scenarios</li> <li>• System Validation Test Scripts</li> <li>• System Integration Test Scenarios</li> <li>• System Integration Test Scripts</li> <li>• Test tracking Log</li> <li>• Training Strategy and Material</li> <li>• Deployment Plan</li> <li>• LMS Governance Policies</li> <li>• Standard Operating Procedures (SOPs)</li> <li>• Any other document requested by the Bank</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| 3                                                                                                                                                                                                                                                                                                                                                                                     | Third-Party Components                                                    | <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| 4                                                                                                                                                                                                                                                                                                                                                                                     | Term of the Project - Project Schedule; Milestones and delivery locations | <table border="1"> <tr> <td>The Bank envisions the implementation of an LMS within the timeframe given below. If the project timeline is not met due to specific circumstances, Bank may extend the timeline with mutual understanding between the bidder and the Bank.</td> <td><b>Duration for Activity</b></td> </tr> <tr> <td><b>Project Activities (indicative)</b></td> <td></td> </tr> <tr> <td>Vendor onboarding and project planning</td> <td rowspan="3">70 days post signing of contract</td> </tr> <tr> <td>LMS requirements finalization</td> </tr> <tr> <td>Platform configuration (including integrations, data migration) and unit testing</td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>• Testing and platform approval by SBI:<br/><i>Note: Testing stages including system integration testing, UAT and security testing to be conducted by SBI. Vendor to make system updates within 5 working days of receiving feedback at each testing iteration/stage</i></li> <li>• Create SOPs</li> <li>• Create training material</li> </ul> </td> <td>90 days post platform configuration and unit testing</td> </tr> <tr> <td>Pilot the new LMS in select geographies/ functions</td> <td rowspan="4">20 days post testing approval by SBI</td> </tr> <tr> <td>Monitor performance and resolve technical issues</td> </tr> <tr> <td>Apply necessary updates</td> </tr> <tr> <td>Training for SBI admin (Knowledge Transfer)</td> </tr> </table> | The Bank envisions the implementation of an LMS within the timeframe given below. If the project timeline is not met due to specific circumstances, Bank may extend the timeline with mutual understanding between the bidder and the Bank. | <b>Duration for Activity</b> | <b>Project Activities (indicative)</b> |  | Vendor onboarding and project planning | 70 days post signing of contract | LMS requirements finalization | Platform configuration (including integrations, data migration) and unit testing | <ul style="list-style-type: none"> <li>• Testing and platform approval by SBI:<br/><i>Note: Testing stages including system integration testing, UAT and security testing to be conducted by SBI. Vendor to make system updates within 5 working days of receiving feedback at each testing iteration/stage</i></li> <li>• Create SOPs</li> <li>• Create training material</li> </ul> | 90 days post platform configuration and unit testing | Pilot the new LMS in select geographies/ functions | 20 days post testing approval by SBI | Monitor performance and resolve technical issues | Apply necessary updates | Training for SBI admin (Knowledge Transfer) |
| The Bank envisions the implementation of an LMS within the timeframe given below. If the project timeline is not met due to specific circumstances, Bank may extend the timeline with mutual understanding between the bidder and the Bank.                                                                                                                                           | <b>Duration for Activity</b>                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| <b>Project Activities (indicative)</b>                                                                                                                                                                                                                                                                                                                                                |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| Vendor onboarding and project planning                                                                                                                                                                                                                                                                                                                                                | 70 days post signing of contract                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| LMS requirements finalization                                                                                                                                                                                                                                                                                                                                                         |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| Platform configuration (including integrations, data migration) and unit testing                                                                                                                                                                                                                                                                                                      |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| <ul style="list-style-type: none"> <li>• Testing and platform approval by SBI:<br/><i>Note: Testing stages including system integration testing, UAT and security testing to be conducted by SBI. Vendor to make system updates within 5 working days of receiving feedback at each testing iteration/stage</i></li> <li>• Create SOPs</li> <li>• Create training material</li> </ul> | 90 days post platform configuration and unit testing                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| Pilot the new LMS in select geographies/ functions                                                                                                                                                                                                                                                                                                                                    | 20 days post testing approval by SBI                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| Monitor performance and resolve technical issues                                                                                                                                                                                                                                                                                                                                      |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| Apply necessary updates                                                                                                                                                                                                                                                                                                                                                               |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |
| Training for SBI admin (Knowledge Transfer)                                                                                                                                                                                                                                                                                                                                           |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                             |                              |                                        |  |                                        |                                  |                               |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |                                                    |                                      |                                                  |                         |                                             |

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|--------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--|--------------------------------------|-------------------|------------------------------------|----------------------|--------------------------------------------|----------------------|
|                                            |                                                            | <table border="1"> <tr> <td>Scaling platform for org-wide go-live</td> <td></td> </tr> <tr> <td><b>Organisation-wide LMS go-live</b></td> <td><b>Launch day</b></td> </tr> <tr> <td>Hypercare (monitoring performance)</td> <td>60 days post go-live</td> </tr> <tr> <td>Post implementation support (L2 and above)</td> <td>5 years post go-live</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Scaling platform for org-wide go-live |  | <b>Organisation-wide LMS go-live</b> | <b>Launch day</b> | Hypercare (monitoring performance) | 60 days post go-live | Post implementation support (L2 and above) | 5 years post go-live |
| Scaling platform for org-wide go-live      |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |  |                                      |                   |                                    |                      |                                            |                      |
| <b>Organisation-wide LMS go-live</b>       | <b>Launch day</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |  |                                      |                   |                                    |                      |                                            |                      |
| Hypercare (monitoring performance)         | 60 days post go-live                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |  |                                      |                   |                                    |                      |                                            |                      |
| Post implementation support (L2 and above) | 5 years post go-live                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |  |                                      |                   |                                    |                      |                                            |                      |
| 5                                          | Warranty Term                                              | The selected bidder shall provide 5 years complete application warranty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |  |                                      |                   |                                    |                      |                                            |                      |
| 6                                          | Annual Maintenance (AMC) Term                              | N.A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |  |                                      |                   |                                    |                      |                                            |                      |
| 7                                          | Integration / Migration Requirements with existing systems | <p>A. Interface &amp; Integration requirements</p> <p>All integration requisites with the bank's existing system is shared comprehensively in Appendix-C. The bidder shall assume responsibility for ensuring the fulfillment of all specified requirements.</p> <p>i. The selected Bidder has to customize, implement, rollout and maintain the interfaces.</p> <p>ii. The Bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned in requirements.</p> <p>iii. Bank expects that the integration/interface architecture is based around industry best practices.</p> <p>iv. The selected Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed solution to the existing systems of the Bank for all functionalities as mentioned in this RFP and third-party systems as specified by the Bank. The integration architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with enterprise architecture of the Bank.</p> <p>vi. The Bidder will present to the Bank the interface requirements for review. Any suggestions from the Bank will have to be included by the Bidder.</p> <p>vii. The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.</p> <p>viii. The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.</p> <p>ix. The Bidder must ensure to incorporate all necessary security &amp; control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times. The Bidder will be responsible for setting up the test environment for interface testing.</p> <p>xi. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.</p> |                                       |  |                                      |                   |                                    |                      |                                            |                      |

|   |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                   | <p>B. Migration:</p> <ol style="list-style-type: none"> <li>i. Selected bidder will be responsible for formulating the “Data Migration Strategy” and process documents.</li> <li>ii. Selected bidder will take not more than Thirty (30) working days from date of release of purchase order to prepare the “Data Migration Strategy” and process documents.</li> <li>iii. The selected bidder has to provide the Data Extraction tool. If required, the tool will be customized by selected bidder to meet the Bank specific migration requirements.</li> <li>iv. Selected bidder will need to understand the file structure of the existing applications. Selected bidder will have to provide facility in the tool to generate data files in the structure as required for upload to its Solution.</li> <li>v. Bank will review and sign-off the Data Migration Strategy and process documents.</li> <li>vi. All comments and suggestions of the Bank must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.</li> <li>vii. Bidders are required to note the following: <ul style="list-style-type: none"> <li>• SBI currently manages more than 12 learning platforms, each requiring the migration of both learning content and transactional data in its entirety</li> <li>• The databases of these systems encompass various specifications, including but not limited to the following: <ul style="list-style-type: none"> <li>○ File Server</li> <li>○ Microsoft Sharepoint</li> <li>○ MS-SQL</li> </ul> </li> <li>• The total volume of data, comprising both content and transactional records, is estimated at 300 GB.</li> <li>• Transactional data, encompassing learner history, past, current, and future enrollments, completions, attendance records, etc., spanning the last 10 years, needs to be migrated.</li> <li>• Data formats to be migrated include, but are not limited to, SCORM 1.2, plain text, .xlsx, .doc, .docx, .pdf, .txt, .ppt, .pptx, HTML, .mov, .mp3, .mp4, .MAV, .jpeg, .jpg, .png, .mpeg</li> </ul> </li> </ol> |
| 8 | Help Desk Requirements            | <ol style="list-style-type: none"> <li>i. The bidders post-implementation support team resources are expected to be deployed for 6 days a week and an estimated 9 hours a day as per the working calendar of the bank. The bank reserves the right to request resources to work beyond these parameters as needed.</li> <li>ii. Bidder shall provide a highly skilled support team onsite, for the management of post implementation incident SLAs</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9 | MIS Report Generation requirement | Bidder is required to meet report generation requirements as outlined in Appendix C.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| 10             | In case of Transaction System        | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
|----------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|------|-------------|------------|-------------------|-----|------------|-------------------|----------------|------------|-----------------------|------------|------------|--|----|------------|-----------------------|---------|------------------------------------|--|
| 11             | Performance Requirements             | <p>i. The combined up-time of the hardware and software should provide continuous and guaranteed level of service and functionality as defined in SLA (except the down-time due to the Bank's network or UPS failure). The bidder undertakes and guarantees a system Up-Time of 99.5% during the period of contract.</p> <p>ii. Increased application traffic during peak hours should not lead to slowness of application.</p> <p>Availability</p> <table border="1"> <thead> <tr> <th>Site</th> <th>Instances</th> <th>Size</th> </tr> </thead> <tbody> <tr> <td>Development</td> <td>Web App DB</td> <td>25% of production</td> </tr> <tr> <td>UAT</td> <td>Web App DB</td> <td>25% of production</td> </tr> <tr> <td>Pre-production</td> <td>Web App DB</td> <td>Replica of production</td> </tr> <tr> <td>Production</td> <td>Web App DB</td> <td></td> </tr> <tr> <td>DR</td> <td>Web App DB</td> <td>Replica of production</td> </tr> <tr> <td>Near DR</td> <td>Replication and storage of DB logs</td> <td></td> </tr> </tbody> </table> | Site | Instances | Size | Development | Web App DB | 25% of production | UAT | Web App DB | 25% of production | Pre-production | Web App DB | Replica of production | Production | Web App DB |  | DR | Web App DB | Replica of production | Near DR | Replication and storage of DB logs |  |
| Site           | Instances                            | Size                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| Development    | Web App DB                           | 25% of production                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| UAT            | Web App DB                           | 25% of production                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| Pre-production | Web App DB                           | Replica of production                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| Production     | Web App DB                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| DR             | Web App DB                           | Replica of production                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| Near DR        | Replication and storage of DB logs   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| 12             | Scalability Requirements             | <p>i. The bidder to ensure the proposed application should be scalable as per Bank's future requirement</p> <p>ii. Considering the growth projection, the bidder has to provide hardware sizing for the next 5 years.</p> <p>iii. The Bidder should ensure that there is headroom of 30% in terms of vertical scalability and horizontal scalability in the proposed Storage.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| 13             | Regulatory / Compliance Requirements | <p>i. The solution should be implemented as per industry best practices in accordance with the requirements outlined in the RFP</p> <p>ii. It should comply with India specific data security and access regulations and/or certifications.</p> <p>iii. The LMS implementation for the foreign offices, need to comply with the applicable country specific regulatory compliances</p> <p>iv. Bidder shall comply with Data Governance policies and standards of SBI including data retention.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| 14             | Security Requirements                | The Bidder shall comply with Bank's IT and IS policies, procedures, guidelines applicable from time to time detailed in Appendix Q and Appendix R.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |
| 15             | Limited Trial / Pilot Requirements   | Bidder to complete the pilot as per the timelines mentioned in Row No. 4 of Appendix E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |           |      |             |            |                   |     |            |                   |                |            |                       |            |            |  |    |            |                       |         |                                    |  |



|    |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16 | Review and Testing; Acceptance                           | <ul style="list-style-type: none"> <li>i. The bidder shall carry out thorough System Integration Testing (SIT) to confirm if the integrations with other bank systems are working properly.</li> <li>ii. The bidder shall set up environments required for System Integration Testing and UAT.</li> <li>iii. The bidder shall maintain proper documents for all the tasks/actions done during the migration.</li> <li>iv. The bidder is required to resolve any issues encountered during SIT.</li> <li>v. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the bidder to the Bank. The UAT includes Functional tests, Load tests, Security Assessment, VA &amp; PT and Application Deployment Architecture etc.</li> <li>vi. The bidder shall fix all the issues encountered during UAT for all the instances in the scope.</li> <li>vii. The bidder shall test all the existing reports and business transactional flow with proposed application. The bidder is also required to assist the Bank team with UAT testing for all instances in the scope.</li> <li>viii. The system will be considered accepted only after User acceptance test is completed as per the agreed plan and is duly signed/certified by the Bank.</li> <li>ix. The final acceptance of the LMS will be based on the UAT sign off, moving the same into pilot and successful go-live</li> </ul> |
| 17 | Backup system / POC / test & training system / DR system | <ul style="list-style-type: none"> <li>• Backup and Archiving<br/>The final selected bidder to provide the automated backup and data archiving facility/tools as per the backup and data retention policy of the Bank. The bidder should ensure that primary and fallback sites will be kept synchronised with current data.</li> <li>• Disaster Recovery &amp; Business Continuity Plan <ul style="list-style-type: none"> <li>i. Selected bidder shall prepare the Disaster Recovery &amp; Business continuity plan as per Bank's format and submit.</li> <li>ii. Primary site (PR) and Disaster Recovery site (DR) should be in different seismic zones in India.</li> <li>iii. The selected bidder is required to configure and maintain DR for the complete application.</li> <li>iv. The bidder is required to replicate all the configurations and data changes to DR.</li> <li>v. The bidder shall ensure that, the switch over and switch back between Production and DR should be automated and ensure RTO of 60 minutes and RPO of 15 minutes are achieved.</li> <li>vi. Selected bidder shall provide real time dashboard to monitor DR sync status</li> </ul> </li> </ul>                                                                                                                                                                                                                                                  |
| 18 | Training                                                 | The selected bidder will be required to train the SBI admin team on product usage, SOPs, use of ticketing portal and all other critical elements relating to the LMS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| 19                                                                                                        | Payment schedule                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>i. Bank's standard payment terms are applicable. No advance will be paid against the Purchase order.</p> <p>ii. The expected timeline to complete implementation/Go-Live of all functionalities of the LMS are mentioned in this RFP. The terms of payment will be as follows:</p> <p><b>Table A: Implementation phase</b></p> <table border="1" data-bbox="708 584 1374 1301"> <thead> <tr> <th>Key Milestone</th> <th>Percentage of one-time implementation cost</th> </tr> </thead> <tbody> <tr> <td>On completion of process workshops and finalization of LMS requirements</td> <td>10%</td> </tr> <tr> <td>On completion of UAT</td> <td>15%</td> </tr> <tr> <td>On completion of training for SBI admin, knowledge transfer, and SOP creation</td> <td>15%</td> </tr> <tr> <td>On completion of data migration and successful data migration audit from the Bank</td> <td>20%</td> </tr> <tr> <td>On org-wide go-live</td> <td>20%</td> </tr> <tr> <td>60 days post go-live date (with the fulfilment of mandatory requirements outlined in Appendix C- Table A)</td> <td>20%</td> </tr> <tr> <td><b>Total`</b></td> <td><b>100%</b></td> </tr> </tbody> </table> <p><b>Table B: Post-implementation phase (Applicable from the day of go-live till end of 5-year contract)</b></p> <table border="1" data-bbox="639 1473 1399 2002"> <thead> <tr> <th>Type</th> <th>Payment milestone</th> </tr> </thead> <tbody> <tr> <td>License cost</td> <td>Employee License (for SBI employees):<br/>Quarterly payment at the end of the quarter<br/>Non-Employee Licenses (for external users):<br/>Quarterly payment at the end of the quarter<br/><b>Note:</b><br/>Minimum guaranteed licenses for each year shall be determined at the time of contracting<br/>Additional licenses will be paid at the end of each year<br/>The Bidder is required to adjust all the licenses of exited users with new users</td> </tr> <tr> <td>Support cost</td> <td>Quarterly payment for post-implementation support team based on man-day cost</td> </tr> </tbody> </table> | Key Milestone | Percentage of one-time implementation cost | On completion of process workshops and finalization of LMS requirements | 10% | On completion of UAT | 15% | On completion of training for SBI admin, knowledge transfer, and SOP creation | 15% | On completion of data migration and successful data migration audit from the Bank | 20% | On org-wide go-live | 20% | 60 days post go-live date (with the fulfilment of mandatory requirements outlined in Appendix C- Table A) | 20% | <b>Total`</b> | <b>100%</b> | Type | Payment milestone | License cost | Employee License (for SBI employees):<br>Quarterly payment at the end of the quarter<br>Non-Employee Licenses (for external users):<br>Quarterly payment at the end of the quarter<br><b>Note:</b><br>Minimum guaranteed licenses for each year shall be determined at the time of contracting<br>Additional licenses will be paid at the end of each year<br>The Bidder is required to adjust all the licenses of exited users with new users | Support cost | Quarterly payment for post-implementation support team based on man-day cost |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------|-------------------------------------------------------------------------|-----|----------------------|-----|-------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------|-----|---------------------|-----|-----------------------------------------------------------------------------------------------------------|-----|---------------|-------------|------|-------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------|
| Key Milestone                                                                                             | Percentage of one-time implementation cost                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| On completion of process workshops and finalization of LMS requirements                                   | 10%                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| On completion of UAT                                                                                      | 15%                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| On completion of training for SBI admin, knowledge transfer, and SOP creation                             | 15%                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| On completion of data migration and successful data migration audit from the Bank                         | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| On org-wide go-live                                                                                       | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| 60 days post go-live date (with the fulfilment of mandatory requirements outlined in Appendix C- Table A) | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| <b>Total`</b>                                                                                             | <b>100%</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| Type                                                                                                      | Payment milestone                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| License cost                                                                                              | Employee License (for SBI employees):<br>Quarterly payment at the end of the quarter<br>Non-Employee Licenses (for external users):<br>Quarterly payment at the end of the quarter<br><b>Note:</b><br>Minimum guaranteed licenses for each year shall be determined at the time of contracting<br>Additional licenses will be paid at the end of each year<br>The Bidder is required to adjust all the licenses of exited users with new users |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |
| Support cost                                                                                              | Quarterly payment for post-implementation support team based on man-day cost                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                            |                                                                         |     |                      |     |                                                                               |     |                                                                                   |     |                     |     |                                                                                                           |     |               |             |      |                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                              |



|  |  |                          |                                                                                                                                                    |
|--|--|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                          | (invoice to be raised at the end of each quarter)                                                                                                  |
|  |  | Bespoke development cost | 50% of the payment on the identification of the scope of development and the rest 50% payment 30 days post rollout of new development to end-users |

Appendix- F

Price Bid

The Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of the e-Procurement agency. The total bid price value will be determined by summing the total cost provided in Tables A, B, and C.

| Sr. No. | Type of cost                                           | Cost                                              |
|---------|--------------------------------------------------------|---------------------------------------------------|
| 1.      | Recurring License Cost                                 | Total Cost of Table A                             |
| 2.      | One-time Implementation Cost                           | Total Cost of Table B                             |
| 3.      | Post-implementation support cost                       | Total Cost of Table C                             |
|         | <b>Total Price Bid Value (Total Cost of Ownership)</b> | <b>Table A Cost + Table B Cost + Table C Cost</b> |

**Table A – Recurring License Cost**

| Sr. No. | Item                                                                                                                                                                                                                                                               | Quantity | Unit Cost Per License | Total Cost Per Year | Total Cost For 5 Years |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|---------------------|------------------------|
| 1       | *Employee Licenses (for employees)<br>User subscription/licenses inclusive of desktop/web and mobile application for 250000 licenses<br><br><i>Note: The unit cost of licenses shall remain unchanged for a variation of up to 25% higher or lower than 250000</i> | 250000   |                       |                     |                        |
| 2       | *Non-Employee Licenses (for external users)<br>User subscription/licenses inclusive of desktop/web and mobile application for 50000 licenses<br><br><i>Note: The unit cost of licenses shall remain unchanged for a variation</i>                                  | 50000    |                       |                     |                        |

|                            |                                                |  |  |  |  |
|----------------------------|------------------------------------------------|--|--|--|--|
|                            | <i>of up to 25% higher or lower than 50000</i> |  |  |  |  |
| <b>Table A Total Cost:</b> |                                                |  |  |  |  |

**\*Definitions of licenses:**

**1. Employee license (for employees):**

- License allotted to one pre-defined end-user; this follows a one-license – one-user approach.
- Data for the users will flow from the HRMS.
- Licenses of exited users will be transferable to other users (e.g. New joiners); the data of exited user has to be retained.

**2. Non-employee license (for external users):**

- One license can be allotted to different users non-concurrently, this follows a one-license – multi-user approach.
- Data for such users may not be stored in the HRMS.
- The user history of all users using the license should be retained at all times.

| <b>Table B: One-time Implementation Cost</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                   |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| <b>Sr. No.</b>                               | <b>Item</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Type of cost</b> | <b>Total Cost</b> |
| 1                                            | Learning platform setup (desktop/web and mobile application) implementation cost including the following: <ul style="list-style-type: none"> <li>- Process workshops</li> <li>- Custom branding and white labelling</li> <li>- Configuration as per requirements detailed in Appendix C – Table A</li> <li>- Data migration</li> <li>- Standard integration (list to be shared in the appendix)</li> <li>- Pilot Testing</li> <li>- Project management</li> <li>- Training (for SBI admin team)</li> <li>- Process SOPs and governance creation</li> <li>- Knowledge transfer</li> <li>- Hypercare support</li> </ul> | Lumpsum             |                   |
| <b>Table B Total Cost:</b>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                   |

**Table C: Post-implementation support cost**

| Sr. No.                   | Item                                                                                                                                                                                                                                                                                                   | Type of cost         | Unit cost | Total Cost per Year | Total Cost for 5 Years |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|---------------------|------------------------|
| 1                         | Bespoke development cost**<br>This encompasses any requirements beyond those specified in Appendix C-Table A, as well as any functionalities present in the existing platform not detailed in this RFP and features extending beyond the bidder's product roadmap until the end of the contract period | Man day**            |           |                     |                        |
| 2                         | Post-implementation support cost for L1 resource; responsibilities detailed in Appendix-U3                                                                                                                                                                                                             | Monthly per resource |           |                     |                        |
| 3                         | Post-implementation support cost beyond L1 resource (L2 and above); responsibilities detailed in Appendix-U3                                                                                                                                                                                           | Monthly per resource |           |                     |                        |
| <b>Table C Total Cost</b> |                                                                                                                                                                                                                                                                                                        |                      |           |                     |                        |

**Notes:**

- All costs should be provided in INR only
- Bidders are requested to provide a license fee inclusive of unlimited cloud storage.
- The license cost provided by the bidder shall remain unchanged for each subsequent year till the end of the 5 year post implementation period.
- In case the Bank decides to extend the contract for a further term of 3 years, any increase in the cost of licenses should not exceed 10% and any increase in the cost of post-implementation man day cost should not exceed 12%
- Bidders are requested to provide costs inclusive of out-of-pocket expenses (OPEs) such as travel and accommodation as applicable.
- \*\*For the purpose of calculation and evaluation, the Bank will consider 100 man-days across the 5 year period for 'Bespoke development as part of Post-implementation Cost'. This does not indicate the bank's minimum commitment and the actual number may increase or decrease as per requirement of the Bank.
- For the purpose of calculation and evaluation, the bank will consider the following:
  - Five L1 resources on a full-time basis post-go-live for a period of 2 months post-hypercare
  - Eight resources beyond L1 resources (L2 and above) on a full-time basis post-go-live for a period of 5 years
  - The resources are expected to be deployed for 6 days per week, full-time i.e., an estimated 9 hours a day, basis the Bank's working calendar. The Bank reserves the right to request resources to work beyond these parameters as needed.

- The actual requirement of resources may increase or decrease for each year as per the requirement of the Bank

**Breakup of Taxes and Duties**

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

Name & Signature of authorised signatory

Seal of Company

Techno-Commercial Evaluation Illustrative

The Price Bid of only those Bidders, who are short-listed after technical evaluation, would be opened.

Bids will be evaluated as per Combined Quality Cum Cost Based System (QCBS). The Technical bids as per RFP will be allotted weightage of 70% while Commercial Price bids will be allotted weightage of 30%.

A combined score will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation with relative weights of 70% for Technical Bid and 30 % for Commercial Bid according to the following formula:

$$\text{Combined Score of A} = 70 * \left[ \frac{\text{Technical Score of A}}{\text{Highest Technical Score}} \right] + 30 * \left[ \frac{\text{Lowest commercial bid Score}}{\text{Commercial Bid of A}} \right]$$

(A: Bidder A)

The Bidder obtaining the highest total combined score in evaluation of technical and commercial bids will be ranked TC1 followed by bidder securing lesser marks as TC2, TC3, etc. The Bidder securing highest combined marks and ranked TC1 shall be declared as the Successful bidder and be eligible for award of contract. In case of tie between two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.

| Sl. No. | Bidder   | Technical Marks | Commercial Bid Marks | Weighted Technical Score | Weighted Commercial Score | *Score |
|---------|----------|-----------------|----------------------|--------------------------|---------------------------|--------|
|         |          | (t)             | (f)                  | =[(t) / t-highest] *70   | =[(f-lowest / f]*30       |        |
| 1       | Bidder A | 90              | 60                   | 90/90 *70 = 70           | 50/60 *30 = 25            | 95.5   |
| 2       | Bidder B | 80              | 70                   | 80/90 *70 = 62.2         | 50/70 *30 = 21.43         | 83.7   |
| 3       | Bidder C | 75              | 50                   | 75/90 *70 = 58.3         | 50/50*30 = 30             | 88.3   |

**In the above example, the bidder “A” with highest score of 95.5 will be the successful bidder.**



**Appendix- G**

**Certificate of Local Content**

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

Date:

To,

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Dear Sir,

**Ref.: RFP No. SBI/GITC/HRMS/2024/2025/1156 dated 15/06/2024**

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

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

**Signature of Statutory Auditor/Cost Auditor**

Registration Number:

Seal

**Counter-signed:**

**Bidder**

**OEM**

*< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>*

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

**THIS BANK GUARANTEE AGREEMENT** executed at \_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_20\_\_ by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_and its Branch at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_(**procuring office address**), hereinafter referred to as “**SBI**” which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as “**Service Provider/ Vendor**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Software Solution/ Service) (hereinafter referred to as “**Services**”) to SBI in accordance with the Request for Proposal (RFP) No.: SBI/GITC/HRMS/2024/2025/1156 dated 15/06/2024

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

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

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill

- its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
  3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
  4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorized official**

**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:

| <u>S. No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|---------------|--------------------|-------------------------------|
|---------------|--------------------|-------------------------------|

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 \_\_\_\_\_

**OTHER TERMS AND PENALTIES**

**I. PENALTIES FOR DELAYED IMPLEMENTATION**

1. The Bank expects that the selected bidder completes the scope of work within the timeframe defined in this RFP. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The rate of penalty would be 0.5% of the implementation cost per week of delay or non-compliance. Bank at its discretion may apply this rule to any major non delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.
2. Thereafter, at the discretion of the Bank, the contract may be cancelled. Bank also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Bank and is attributable to the selected Bidder.
3. The bidder should ensure implementation of LMS application with all the functional, technical and cloud and security requirements as specified in the RFP document.
4. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Bank.

**II. PENALTIES FOR NON-COMPLIANCE TO MANDATORY REQUIREMENTS**

The Bank expects that the selected bidder shall provide all the mandatory requirements outlined in Appendix - C Table-A at the time of go-live. Inability of the selected bidder to provide the mandatory requirements within the timelines specified would be treated as breach of contract and the invoice associated with the milestone '60 days post go-live' as outlined in Appendix E- point 19 (Payment Schedule) Table A – Implementation Phase shall be withheld. The Bank reserves the right to determine whether the go-live can proceed without specific mandatory requirements.

**III. PENALTIES FOR DATA MIGRATION**

1. The bidder shall guarantee 100% accuracy for data migration. The Bidder shall be liable for liquidated damages if the data accuracy falls below 100%.
2. The percentage shall be calculated as,

$$\left( \frac{\text{Total no of error free records migrated}}{\text{Total no of records migrated in that batch}} \right) \times 100$$

3. Penalty at the rate of Rs.25,000/- will be applied for every drop in 1 % i.e., Rs.25,000/- if the data accuracy is below 100 % and Rs.50,000/- if the data accuracy is below 99% and so on for every %.

**IV. PENALTIES FOR NON-COMPLIANCE TO POST IMPLEMENTATION SERVICES**

All the queries are to be logged into a ticketing system and a ticket number should be generated. The bidder shall ensure adherence to the below mentioned target, failing which a

penalty will be deducted from the post implementation support cost. The detailed post implementation SLA is defined in Appendix-V

| Severity                               | Target | Achievement range | Penalty (% of monthly fee) |
|----------------------------------------|--------|-------------------|----------------------------|
| P1 response time (30 minutes)          | 90%    | 70% - <89%        | 5%                         |
| P2 response time (1 business hour)     | 90%    | 70% - <89%        | 5%                         |
| P3 response time (2 business hours)    | 90%    | 70% - <89%        | 5%                         |
| P4 response time (4 business hours)    | 90%    | 70% - <89%        | 5%                         |
| P1 resolution time (6 business hours)  | 90%    | 70% - <89%        | 5%                         |
| P2 resolution time (12 business hours) | 90%    | 70% - <89%        | 5%                         |
| P3 resolution time (2 business days)   | 90%    | 70% - <89%        | 10%                        |
| P4 resolution time (8 business days)   | 90%    | 70% - <89%        | 10%                        |

**Note:**

- i. The selected bidder will be required to furnish a weekly/monthly/quarterly/annual SLA report to the Bank
- ii. SBI admin team should also have access to download weekly/monthly/quarterly/annual SLA reports directly from the ticketing portal.
- iii. If the selected bidder consistently reports a target of 70% or less, then the Bank holds the right to mandate a change in one or more assigned post implementation support resources
- iv. If the selected bidder consistently reports performance below the target, the Bank holds the right to terminate services

**V. PENALTIES DUE TO DOWNTIME OF APPLICATION**

The Bank prefers the system to have a regular uptime of 99.99% and an overall uptime of 99.50% per month in order to not invoke a penalty.

| Level of monthly uptime        | Penalty                                        |
|--------------------------------|------------------------------------------------|
| 99.50% and above               | No Penalty                                     |
| 98% and above but below 99.50% | 1 % of total quarterly pay-out of license cost |
| 97% and above but below 98%    | 2 % of total quarterly pay-out of license cost |
| 96% and above but below 97%    | 3 % of total quarterly pay-out of license cost |

|                             |                                                |
|-----------------------------|------------------------------------------------|
| 95% and above but below 96% | 4 % of total quarterly pay-out of license cost |
| Below 95%                   | 5 % of total quarterly pay-out of license cost |

Note: The selected bidder will be required to furnish a monthly uptime report to SBI

$$Uptime \% = \left( \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during}}{\text{Sum of total hours during month}} \right) \times 100$$

**VI. PENALTIES FOR POST-IMPLEMENTATION CUSTOMIZATION/CONFIGURATION OF APPLICATION**

Bank expects that the selected bidder completes any additional scope of work within the agreed timeframe failing which the bidder shall be subject to a penalty of 0.5% of the cost of additional scope of work per week of delay up to 5% of total cost of additional scope. Once the maximum deduction is reached, the Bank may consider termination of the Agreement. Bank at its discretion may apply this rule to any major non delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

**VII. PENALTY FOR ABSENCE OF POST IMPLEMENTATION SUPPORT TEAM**

In case a team member from the post-implementation support team is absent, the bank will deduct charges for each day of their absence.

Calculation of Charge = (monthly charges/working days) X no. of days absent

Note: The maximum penalties on account of all above cases will be 10% of the total cost of the project



Service Level Agreement

SOFTWARE/SERVICE LEVEL AGREEMENT

BETWEEN  
STATE BANK OF INDIA  
AND

---

Commencement Date:

Date of Expiry:

This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department, hereinafter referred to as “**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

\_\_\_\_\_ 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 \_\_\_\_\_, and \_\_\_\_\_, and
- B. Service Provider in the business of providing \_\_\_\_\_, 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.

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 Learning management system (LMS) 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; I 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.
- 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 Ref: SBI/GITC/HRMS/2024/2025/1156 dated : 15/06/2024 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 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 6 months 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 3 years on the mutually agreed terms & conditions. However, in case of

extension, any increase in the cost of licenses should not exceed 10% and any increase in the cost of post-implementation man day cost should not exceed 12%

- 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) are described in **Annexure-A**.

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

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

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

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

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

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

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

**3. FEES COMPENSATION**

**3.1 Professional fees**

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

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

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

**3.4 Payments**

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

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

### 3.5 Bank Guarantee and Penalties

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of 5% of the total project cost valid for a period of 5 years 9 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, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule 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.

## 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) 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.
  - (i) The Service Provider shall execute Data Processing Agreement on the format attached as **Annexure-H** to this RFP
  - (j) Service Provider shall abide by the provisions of the DPDP Act, 2023 – 11<sup>th</sup> August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.
- (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 5 years 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 \_\_\_\_% of total Project cost for delay of each week or part thereof maximum up to \_\_\_\_% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

**10. RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal – Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not

on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

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

## **11. SUB CONTRACTING**

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

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.

- 12.4 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection..
- 12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.
- 12.6 Service provider hereby grants the Bank a *fully paid-up, irrevocable, unlimited, non-exclusive/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 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 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** *(Not applicable)*

**17. SOURCE CODE ESCROW AGREEMENT**

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:-

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



- (iii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or
- (iv) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or
- (v) 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
- (vi) 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
- (vii) 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:

- (e) 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;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) 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 (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

- 19.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either Party [the Bank or Service Provider] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the Parties.
- 19.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 19.4 Service Provider shall continue work under the Agreement during the arbitration 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 arbitrator is obtained.
- 19.5 Arbitration proceeding shall be held at **Mumbai**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 19.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 19.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

## **20. POWERS TO VARY OR OMIT WORK**

- 20.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's

obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 20.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

## 21. WAIVER OF RIGHTS

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

## 22. LIMITATION OF LIABILITY

- 22.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 22.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 22.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 22.3 The limitations set forth in abovementioned sub-Clause 22.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 12 (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.
- For the purpose of above mentioned sub-clause 22.3(ii) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which

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

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

### **23. FORCE MAJEURE**

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

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

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

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

### **24. NOTICES**

24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time.

Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

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

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

(a) In the case of the Bank

State Bank of India,

HRMS Department

Fourth Floor, Tower 7,

Railway Station Building,

CBD Belapur, 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.

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:**  
**Name:**  
**Designation:**  
**Date:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.

**ANNEXURE-A**

**DELIVERABLES/SCOPE OF WORK**

As per Appendix E of the RFP

1. Description of Deliverables:

- i. Service provider shall meet the LMS requirements on web and Mobile app as outlined in **Appendix C** of this RFP
- ii. The system should have undergone system testing, integration testing, regression testing, load testing, performance testing and user acceptance testing before org-wide go live.
- iii. The service provider will also be required to submit the following list of documentation:
  - Project plan, technical design document and product specifications
  - LMS Configuration Workbooks
  - Product manual including software media and license materials
  - Integration Specification Document
  - Data Migration Strategy & Implementation plan
  - Testing Strategy
  - System Validation Test Scenarios
  - System Validation Test Scripts
  - System Integration Test Scenarios
  - System Integration Test Scripts
  - Test tracking Log
  - Training Strategy and Material
  - Deployment Plan
  - LMS Governance Policies
  - Standard Operating Procedures (SOPs)
  - Any other document requested by the Bank

*Note: The service provider is expected to meet all requirements outlined in Appendix C Table A (mandatory requirements)*

2. Specifications, Performance Standards, and Functional Requirements:

**Table A: Mandatory Functional and Technical Requirements**

| Process Name               | Requirement No. # | Requirement                                                                                                                                                                    | Type of Requirement (Functional/ Technical) | Available as part of the existing offering (Yes/No) | Shall be customized within the implementation timeline | Applicability of requirement (Mobile/ Web/ Both) |
|----------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------|--------------------------------------------------------|--------------------------------------------------|
| User Experience Management | 1.01              | Home page should include a running notification bar to show key training-related alerts including but not limited to new/upcoming training programs, quizzes/surveys launched, | Functional                                  |                                                     |                                                        |                                                  |



|                               |      |                                                                                                                                                          |            |  |  |  |
|-------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                               |      | contests/case studies launched, etc.                                                                                                                     |            |  |  |  |
| User Experience Management    | 1.02 | System should have the ability to support screen reading functionality such as JAWS (Job Access With Speech) for PWD (people with disability)            | Functional |  |  |  |
| User Experience Management    | 1.03 | Home Page should have a 'help' feature to guide users on various functionalities of the learning platform                                                | Functional |  |  |  |
| User Experience Management    | 1.04 | System should have the ability to support multi-lingual interface with English and Hindi mandatory                                                       | Functional |  |  |  |
| User Experience Management    | 1.05 | Home page should be customizable in the arrangement of features, tiles, etc. and basis the user profile selected                                         | Functional |  |  |  |
| User Experience Management    | 1.06 | Platform should be customizable in accordance with the SBI branding guidelines including colors, font size and style, logos, graphics, etc.              | Functional |  |  |  |
| User Experience Management    | 1.07 | System should provide the ability to save learner progress while accessing e-learning courses and allow learners to resume learning from where they left | Functional |  |  |  |
| Login and Password Management | 2.01 | System should provide the ability for both learners and admin to set/change password in alignment with the bank's pre-defined password guidelines        | Functional |  |  |  |
| Login and Password Management | 2.02 | System should have session time out, password expiry functionality                                                                                       | Functional |  |  |  |

|                               |      |                                                                                                                                                                                                                           |            |  |  |  |
|-------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                               |      | configured and managed as per the Bank's policy. Users should receive a prompt to continue or extend their session to avoid re-login.                                                                                     |            |  |  |  |
| Login and Password Management | 2.03 | System should have the ability to provide single-sign-on/ active directory (AD) for SBI employees using their employee ID with an option for multifactor authentication                                                   | Functional |  |  |  |
| Calendar Management           | 3.01 | System should have the ability to allow faculty/ L&D admin to create and publish a training calendar by type of training center, location, etc.                                                                           | Functional |  |  |  |
| Calendar Management           | 3.02 | System should allow learners to view training calendars by type of training center, location, etc. to which they are mapped                                                                                               | Functional |  |  |  |
| Training Nomination           | 4.01 | System should provide the ability for learners to self-nominate for training programs they are eligible for                                                                                                               | Functional |  |  |  |
| Training Nomination           | 4.02 | System should provide the ability for managers/L&D admins to nominate learners for training programs they are eligible for                                                                                                | Functional |  |  |  |
| Training Nomination           | 4.03 | System should have the ability to provide a list of learners eligible for a training program basis pre-defined criteria e.g. role, minimum tenure, no. of programs attended in an FY, etc. to ease the nomination process | Functional |  |  |  |

|                     |      |                                                                                                                                                                                                                                                                                                                                                                                                                        |            |  |  |  |
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| Training Nomination | 4.04 | System should provide the ability for L&D admins to approve/decline nominations received for training programs                                                                                                                                                                                                                                                                                                         | Functional |  |  |  |
| Training Nomination | 4.05 | System should provide the ability for managers to approve/decline nominations received from learners and/or L&D admins                                                                                                                                                                                                                                                                                                 | Functional |  |  |  |
| Training Nomination | 4.06 | System should provide the ability for learners and admins to send reminders to learner's reporting manager to approve program nomination                                                                                                                                                                                                                                                                               | Functional |  |  |  |
| Training Nomination | 4.07 | System should have the ability to prompt/notify learners in case they have already completed a training program and attempt to self-nominate again                                                                                                                                                                                                                                                                     | Functional |  |  |  |
| Training Nomination | 4.08 | System should be able to prevent duplicate enrollments in training programs by notifying admins and/or managers when nominating a participant who has already completed the program                                                                                                                                                                                                                                    | Functional |  |  |  |
| Content Management  | 5.01 | System should provide the ability to host, access, score, and track the following delivery methods, including but not limited to: <ul style="list-style-type: none"> <li>• E-learning (SCORM)</li> <li>• Video-based learning</li> <li>• Micro-learning nuggets</li> <li>• ILT/VILT/Webinars</li> <li>• Podcasts</li> <li>• E-books</li> <li>• Social Learning/ E-discussion Groups/ Chat</li> <li>• Online</li> </ul> | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                               |            |  |  |  |
|--------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                    |      | <p>Assessments/ Quizzes</p> <ul style="list-style-type: none"> <li>• Surveys</li> <li>• AR/VR</li> <li>• Electronic documents such as PDF (case studies, research material, publications, books), iPDFs, articles, Microsoft Office documents etc.</li> </ul> |            |  |  |  |
| Content Management | 5.02 | System should provide the ability to track time spent on all content types (for e.g., e-learnings, videos, PDFs, webinars, etc.) before marking the completion status                                                                                         | Functional |  |  |  |
| Content Management | 5.03 | System should provide the ability to track the version history for all content types including the date the content was last edited                                                                                                                           | Functional |  |  |  |
| Content Management | 5.04 | System should have an integrated content and media server with no limit on data upload                                                                                                                                                                        | Functional |  |  |  |
| Content Management | 5.05 | System must have a built-in SCORM player so that a preview of content packages is possible in a real-life environment                                                                                                                                         | Functional |  |  |  |
| Content Management | 5.06 | System should provide the ability to host, deliver, and track content compliant with SCORM 1.2 and above and xAPI                                                                                                                                             | Functional |  |  |  |
| Content Management | 5.07 | System should provide the ability to copy-disabled content (not allow screenshots) on the mobile app to prevent its unauthorized use                                                                                                                          | Functional |  |  |  |
| Content Management | 5.08 | For mobile application, the system should only allow in-app download                                                                                                                                                                                          | Functional |  |  |  |

|                                               |      |                                                                                                                                                                                                                         |            |  |  |  |
|-----------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Content Management                            | 5.09 | The system should offer users the capability to access learning content offline and synchronize their learning progress with the platform when they are online                                                          | Functional |  |  |  |
| Content Management/User Experience Management | 6.01 | System should provide the ability to rate all learning content types(for e.g., ILT, VILT, e-learning, videos, PDFs, etc.) post completion including numeric rating, star rating, etc.                                   | Functional |  |  |  |
| Content Management/User Experience Management | 6.02 | System should provide the ability for learners to view percentage completions or number of completions/views on specific courses (e.g., 10% of your peers have completed a specific course, 10k views, 25k completions) | Functional |  |  |  |
| Content Management/User Experience Management | 6.03 | System should provide the ability to view a consolidated rating as well as comments given by other users on all learning content types (for e.g., ILT, VILT, e-learning, videos, PDFs, etc.)                            | Functional |  |  |  |
| Content Management/User Experience Management | 6.04 | System should provide the ability to add comments on all learning content types (for e.g., ILT, VILT, e-learning, videos, PDFs, etc.)                                                                                   | Functional |  |  |  |
| Program Management                            | 7.01 | System should have a built-in skills taxonomy for linking skills to job roles and learning content                                                                                                                      | Functional |  |  |  |
| Program Management                            | 7.02 | System should have the ability to configure a customized skills                                                                                                                                                         | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |  |  |  |
|--------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                    |      | taxonomy for linking skills to job roles and learning content                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |  |  |  |
| Program Management | 7.03 | System should have the ability to create an ILT that extends beyond a single day. <i>(Please note: Each program/ILT may extend over multiple days, with several sessions conducted each day. These sessions may be conducted by different faculty members)</i>                                                                                                                                                                                                                                                                                    | Functional |  |  |  |
| Program Management | 7.04 | System should provide the ability to include the following fields (non-exhaustive) while creating learning across all content types (as applicable): title/topic, owner, training center, location, training room name and number, competency/skill, KRA, role eligibility, start date, end/expiry data, duration, program coordinator/owner, faculty mapping, mapping of bank mandated principles, no. of slots/seats available for ILT/VILT, training type (internal, external training etc.), cost of program, mandatory vs non-mandatory etc. | Functional |  |  |  |
| Program Management | 7.05 | System should provide ability for admin to sequence an ILT into pre-reads, pre-assessment, series of sessions per day, post-assessment, post-program reads and post-program webinar with an option for tagging                                                                                                                                                                                                                                                                                                                                    | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                                                                          |            |  |  |  |
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|                    |      | mandatory vs non-mandatory                                                                                                                                                                                                                                                                               |            |  |  |  |
| Program Management | 7.06 | System should have the ability to map an overall coordinator(s) for the ILT and different faculty for each session within the ILT                                                                                                                                                                        | Functional |  |  |  |
| Program Management | 7.07 | System should have the ability to duplicate an instance of learning path/ILT/VILT to avoid re-entering information, with flexibility to edit content in certain fields (e.g., date, time etc.)                                                                                                           | Functional |  |  |  |
| Program Management | 7.08 | When creating an ILT/VILT system should provide admin with the ability to allocate seats to certain locations                                                                                                                                                                                            | Functional |  |  |  |
| Program Management | 7.09 | System should have the ability to auto-notify faculty/admin once the seats for an ILT/VILT are filled                                                                                                                                                                                                    | Functional |  |  |  |
| Program Management | 7.10 | System should provide ability to allow learners to register for webinar on 'first come first serve' basis and close registrations once seats are filled                                                                                                                                                  | Functional |  |  |  |
| Program Management | 7.11 | System should have the ability to send system-driven customized reminders/notifications through email/SMS/in-app notifications for learners including but not limited: <ul style="list-style-type: none"> <li>notification on upload/launch of new ILT/VILT/e-learnings</li> <li>reminders on</li> </ul> | Functional |  |  |  |

|                    |      |                                                                                                                                                                                                                                                          |            |  |  |  |
|--------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                    |      | <p>upcoming programs scheduled/nominated for</p> <ul style="list-style-type: none"> <li>reminders to complete mandatory trainings</li> </ul>                                                                                                             |            |  |  |  |
| Program Management | 7.12 | System should have the ability to notify learner & manager when a learner is assigned an ILT/VILT with required session details, date, time, location, duration, etc                                                                                     | Functional |  |  |  |
| Program Management | 7.13 | System should have the ability to send calendar invite (sync with outlook) to learner for assigned / nominated ILT/VILT with details including but not limited to session dates, topic, location, duration, etc.                                         | Functional |  |  |  |
| Program Management | 7.14 | System should have the ability to capture feedback at a program (ILT) level and session level                                                                                                                                                            | Functional |  |  |  |
| Program Management | 7.15 | System should provide the ability to launch quizzes/survey/polls during an ILT session to the attendees                                                                                                                                                  | Functional |  |  |  |
| Program Management | 7.16 | System should have the ability to allow admins to define the completion timeline for mandatory programs assigned to learners ( <i>e.g., newly joined probationary officers should complete 50 e-learning courses within 24 months of their joining</i> ) | Functional |  |  |  |
| Program Management | 7.17 | System should provide the ability for admins to configure/customize                                                                                                                                                                                      | Functional |  |  |  |



|                    |      |                                                                                                                                                                                                                                                                                                                     |            |  |  |  |
|--------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                    |      | the completion certificate on the learning platform                                                                                                                                                                                                                                                                 |            |  |  |  |
| Program Management | 7.18 | System should have the ability to provide learners with a list of external training programs available and allow them to self-nominate basis eligibility                                                                                                                                                            | Functional |  |  |  |
| Program Management | 7.19 | System should have the ability to exempt learners from mandatory trainings (all types) by obtaining data from HRMS or marking exemption through the learning platform                                                                                                                                               | Functional |  |  |  |
| Program Management | 7.20 | System should provide ability for admins to create and assign learning content and learning path (ILT, VILT, e-learning) based on a single or combination of multiple criteria such as SBI divisions, functions, job families, job roles, location, career level, competencies/skills, training centre mapping etc. | Functional |  |  |  |
| Program Management | 7.21 | System should have the ability to auto-retire courses and revoke learner access post end/expiry date                                                                                                                                                                                                                | Functional |  |  |  |
| Program Management | 7.22 | System should have the ability to auto-notify owner of a course/program/e-learning on the expiry date a pre-defined no. of days before it expires                                                                                                                                                                   | Functional |  |  |  |
| Program Management | 7.23 | System should have the ability to create a database of questions (MCQ, true or false, fill in the blanks etc.) by topics                                                                                                                                                                                            | Functional |  |  |  |

|                          |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |  |  |  |
|--------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Program Management       | 7.24 | System should have a maker checker configuration to approve the question bank created per topic                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Functional |  |  |  |
| Program Management       | 7.25 | System should provide the ability to search question bank by topic name, question bank ID, keywords, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                        | Functional |  |  |  |
| Program Management       | 7.26 | System should allow L&D admin/ faculty the ability to create an assessment by searching and selecting questions across question banks                                                                                                                                                                                                                                                                                                                                                                                                            | Functional |  |  |  |
| Browse/Search Management | 8.01 | System should enable search functionality for learners to search all learning content types by a single or combination of criteria including but not limited to:<br><ul style="list-style-type: none"> <li>- program/course name</li> <li>- role</li> <li>- eligibility</li> <li>- training institute</li> <li>- zone/location</li> <li>- domain/ topic</li> <li>- competencies/skills</li> <li>- assigned course</li> <li>- duration</li> <li>- type of content (ILT/VILT/e-learning etc.)</li> <li>- nomination</li> <li>- keywords</li> </ul> | Functional |  |  |  |
| Browse/Search Management | 8.02 | System should enable search functionality for admin to search for learners and other users as required by a single or combination of criteria including but not limited to employee ID, first name, last name, role, user profiles etc.                                                                                                                                                                                                                                                                                                          | Functional |  |  |  |
| Browse/Search Management | 8.03 | System should enable search functionality for managers to search/filter direct reports by a single or combination of                                                                                                                                                                                                                                                                                                                                                                                                                             | Functional |  |  |  |

|                              |       |                                                                                                                                                                                              |            |  |  |  |
|------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                              |       | criteria including but not limited to employee ID, first name, last name, role etc.                                                                                                          |            |  |  |  |
| Browse/Search Management     | 8.04  | System should enable search functionality for faculty to search for trainings they are mapped/assigned to                                                                                    | Functional |  |  |  |
| Gamified Learning Experience | 9.01  | System should have the ability to create a section on the platform for learner & faculty recognition including but not limited to photo, name, designation, location, leaderboard score etc. | Functional |  |  |  |
| Gamified Learning Experience | 9.02  | System should have the ability to allow learners to earn points/badges based on pre-determined milestones, such as number of completions, timeline for completion, etc.                      | Functional |  |  |  |
| Gamified Learning Experience | 9.03  | System should provide users the ability to filter a leaderboard by content type e.g., for e-learnings, VILT, ILT etc.                                                                        | Functional |  |  |  |
| Gamified Learning Experience | 9.04  | System should provide users the ability to apply filters to leaderboard including but not limited to type of training institute, zone, region, job role etc.                                 | Functional |  |  |  |
| Social Learning              | 10.01 | System should provide a discussion forum for all users to facilitate collaborative learning through posts and comments                                                                       | Functional |  |  |  |
| Social Learning              | 10.02 | System should provide the ability for users to recommend courses to other users                                                                                                              | Functional |  |  |  |

|                   |       |                                                                                                                                                                                                                                                                                                                |            |  |  |  |
|-------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                   |       | through discussion boards                                                                                                                                                                                                                                                                                      |            |  |  |  |
| Report Management | 11.01 | System should provide the ability for learners to access a learning dashboard with features including but not limited to list of learning content assigned, progress/status of learning, upcoming training scheduled etc.                                                                                      | Functional |  |  |  |
| Report Management | 11.02 | System should provide the ability for all users to subscribe to periodic reports based on their user profile                                                                                                                                                                                                   | Functional |  |  |  |
| Report Management | 11.03 | System should provide the ability to filter aggregated data by multiple learner-specific or organizational criteria including but not limited to employee ID, SBI divisions, functions, job families, job roles, scale/career level, competencies, training institute type, location, program name/topic, etc. | Functional |  |  |  |
| Report Management | 11.04 | System should provide the ability to schedule the generation of reports basis timelines defined by the bank including weekly, monthly, quarterly, and annually                                                                                                                                                 | Functional |  |  |  |
| Report Management | 11.05 | System should have the ability to analyze data and provide insights with visual representation (analytics capabilities)                                                                                                                                                                                        | Functional |  |  |  |

|                   |       |                                                                                                                                                                                                                                                                                                                                                                                                                      |            |  |  |  |
|-------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Report Management | 11.06 | System should provide the ability to download reports in formats including but not limited to excel, plain text, CSV, PDF, RCN, TCH, etc.                                                                                                                                                                                                                                                                            | Functional |  |  |  |
| Report Management | 11.07 | System should provide the ability to assign access to customized reports/dashboards basis the security profile of users                                                                                                                                                                                                                                                                                              | Functional |  |  |  |
| Report Management | 11.08 | System should provide the ability to report consolidated feedback data for both learners and faculty                                                                                                                                                                                                                                                                                                                 | Functional |  |  |  |
| Report Management | 11.09 | System should provide the ability to access learner's learning history basis type of access granted                                                                                                                                                                                                                                                                                                                  | Functional |  |  |  |
| Report Management | 11.10 | System should have the ability to generate report on learning costs by training centers                                                                                                                                                                                                                                                                                                                              | Functional |  |  |  |
| Report Management | 11.11 | System should have the ability to consolidate learner data to provide list of learners who have not completed any training in specified duration (e.g. Last FY), list of learners with less than defined hours of training completed (e.g. learners with less than 2 hours of training), list of learners with assignment/quiz scores less than defined threshold (e.g. learners who have scored less than 10 marks) | Functional |  |  |  |
| Report Management | 11.12 | System should provide the ability to generate reports for training centers including data such as no. of training programs completed – monthly, quarterly,                                                                                                                                                                                                                                                           | Functional |  |  |  |

|                   |       |                                                                                                                                                                                                                                                                                                         |            |  |  |  |
|-------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                   |       | annually, no. of employees/learners trained by job role, scale/level etc. classroom capacity utilization etc.                                                                                                                                                                                           |            |  |  |  |
| Report Management | 11.13 | System should be able to track, consolidate and report learning content data including but not limited to no. of views/downloads, consolidated reviews/ratings, highest vs lowest views/ratings etc.                                                                                                    | Functional |  |  |  |
| Report Management | 11.14 | System should have the ability to track, consolidate and report data for internal & external training (e.g., MOOCs)                                                                                                                                                                                     | Functional |  |  |  |
| Report Management | 11.15 | System should have the ability to generate reports on the no. of training hours completed by learner for all learning content types in a month, quarter, annually for internal and external training                                                                                                    | Functional |  |  |  |
| Report Management | 11.16 | System should have the ability to create reports for mandatory trainings including data such as program name/topic, unique no. of employees trained, total staff trained in a particular quarter, year etc.                                                                                             | Functional |  |  |  |
| Report Management | 11.17 | System should have the ability to generate individual employee-wise learning reports on entering employee ID, with learning details including but not limited to list of mandatory/optional learning content/assessments and status including not started/in progress/completed, learning history, etc. | Functional |  |  |  |

|                                    |       |                                                                                                                                                                                                                                            |            |  |  |  |
|------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
| Report Management                  | 11.18 | System should have report builder functionality for custom report creation                                                                                                                                                                 | Functional |  |  |  |
| Report Management                  | 11.19 | System should provide the ability to set up customized reports/dashboards to track progress of learning across all content types and users (internal and external)                                                                         | Functional |  |  |  |
| Report Management                  | 11.20 | System should have the ability to generate comparative reports (e.g. Comparison of Q1 to Q2 completion in a given FY)                                                                                                                      | Functional |  |  |  |
| Tracking Attendance and Completion | 12.01 | System should provide the ability to mark attendance on webinar basis pre-define criteria such as no. of hours spent in the webinar                                                                                                        | Functional |  |  |  |
| Tracking Attendance and Completion | 12.02 | System should provide the ability for learner to upload certificate post completion of any external (non-SBI) programs with checker functionality (e.g., reporting manager or L&D team to validate and approve the certification uploaded) | Functional |  |  |  |
| Tracking Attendance and Completion | 12.03 | System should have the ability to capture attendance for in-person programs (ILT) using system-driven mechanisms such as QR code and also have the ability for admin/faculty to authenticate attendance marked by the learner              | Functional |  |  |  |
| Tracking Attendance and Completion | 12.04 | System should provide the ability for learner to view/download/print                                                                                                                                                                       | Functional |  |  |  |

|                                    |       |                                                                                                                                                                                                                                                      |            |  |  |  |
|------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|
|                                    |       | the completion certificate                                                                                                                                                                                                                           |            |  |  |  |
| Tracking Attendance and Completion | 12.05 | System should provide the ability to track mandatory training completion across all learning modalities and assign a score to participants basis progress/completion and other pre-defined criteria. Score should flow back to the HRMS and / or PMS | Functional |  |  |  |
| Learning Ecosystem Management      | 13.01 | System should have the ability to support up to 5 layers of customized approval workflows                                                                                                                                                            | Functional |  |  |  |
| Learning Ecosystem Management      | 13.02 | System should have the ability to create and maintain database of training center and faculty (both internal and external) information                                                                                                               | Functional |  |  |  |
| Administrative Support             | 14.01 | Service provider must provide a ticketing system to log all queries (L1 and above) on a single platform. L1 issues will be managed by the SBI admin team and L2 and above issues are to be handled by the service provide.                           | Technical  |  |  |  |
| General                            | 15.01 | System should have the ability to support all standard web browsers like Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Mozilla, Safari, Firefox, Opera etc.                                                                            | Technical  |  |  |  |
| General                            | 15.02 | System should have the ability to support multiple operating systems like Microsoft Windows 10 and above, Mac                                                                                                                                        | Technical  |  |  |  |



|         |       |                                                                                                                                                                                                             |           |  |  |  |
|---------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
|         |       | OSX, Snow Leopard and above etc. on the web version and Andriod and iOS on the mobile version                                                                                                               |           |  |  |  |
| General | 15.03 | System should provide multi-device and multi-channel access (desktop/tablet/mobile) for all users on web as well as on mobile app with screen responsiveness for adaptability according to screen dimension | Technical |  |  |  |
| General | 15.04 | System should have the ability to restrict concurrent login by the same user on multiple devices i.e., restrict access to single device at a time                                                           | Technical |  |  |  |
| General | 15.05 | System should have cloud based storage and administration of content. Streaming capacity should not be a constraint                                                                                         | Technical |  |  |  |
| General | 15.06 | System should have the ability to auto-adjust the resolution of videos basis internet & intranet bandwidth of the user (in-app video download, with ability to decide download quality)                     | Technical |  |  |  |
| General | 15.07 | System should have the ability to configure IP address for certain online exams/courses/programs so that they can only be accessible from designated SBI centers                                            | Technical |  |  |  |
| General | 15.08 | System should have the ability to migrate existing SBI data spread including content and learner history from across multiple SBI platforms                                                                 | Technical |  |  |  |

|             |       |                                                                                                                                                                                                                                                                                                                     |           |  |  |  |
|-------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| Integration | 16.01 | System should have the ability to integrate with HRMS & PMS on a real time basis                                                                                                                                                                                                                                    | Technical |  |  |  |
| Integration | 16.02 | System should have the ability to integrate with external APIs such as MOOCs                                                                                                                                                                                                                                        | Technical |  |  |  |
| Integration | 16.03 | System should have the ability to curate courses from the integrated MOOCs and allow admins to assign such courses to learner's basis a pre-defined criteria such as role, tenure etc. (i.e., learners cannot see the entire catalogue of a MOOC. They can only see courses they are allowed to enrol for/complete) | Technical |  |  |  |
| Integration | 16.04 | System should have the ability to integrate with APIs such as Outlook, MS Teams, Zoom, WebEx etc. Bidders to share details of the standard integrations include in the product in the template provided in Appendix W                                                                                               | Technical |  |  |  |
| Integration | 16.05 | System should have the ability to support data flow from HRMS & PMS to the learning platform and vice-versa                                                                                                                                                                                                         | Technical |  |  |  |
| Integration | 16.06 | System should have the ability to track KRA and KPI information from PMS and recommend learning courses appropriately.                                                                                                                                                                                              | Technical |  |  |  |
| Scalability | 17.01 | System should have the ability to support min 2.5 Lakh staff and 1 Lakh non-staff of SBI <i>(Please note these number do not indicate commitment of minimum licenses)</i>                                                                                                                                           | Technical |  |  |  |

|                 |       |                                                                                                                                                                                                                                                                                                                                                                                 |           |  |  |  |
|-----------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| Scalability     | 17.02 | Should support at least 10% concurrent users at a time with no application performance issues<br><i>(Please note: Bidders are required to submit a load test report for 30k+ concurrent users at the time of technical bid submission)</i>                                                                                                                                      | Technical |  |  |  |
| User Management | 18.01 | System should have the ability to provide external users (who are not on the HRMS/do not have an employee ID), the option to log in through alternative mechanisms such as email ID, basis the assigned user profile. Additionally, multifactor authentication should be implemented for secure access.                                                                         | Technical |  |  |  |
| User Management | 18.02 | The system should support external user self-registration on the learning platform. Additionally, admins must possess the ability to authenticate these external users to obtain access to the learning platform                                                                                                                                                                | Technical |  |  |  |
| User Management | 18.03 | System should have the ability to create/edit/manage a minimum of 25 security profiles in the system (with differing access rights) including but not limited to learner, manager, manager of manager, faculty, training center head, L&D, maker, checker, admin, super admin etc. basis level of access rights (create/edit/view/delete/assign learning and reports) required. | Technical |  |  |  |

|                 |       |                                                                                                                                                                                                                                                                                                                                                                                                                 |           |  |  |  |
|-----------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| User Management | 18.04 | System should have the ability to change access type/security profile of learner from external user to internal user and vice-versa without loss of learning history (e.g., probationary officers will be treated as external users for 45 days and provided restricted access to the learning platform using a temporary ID. Once the PFID is generated the user profile needs to be changed to internal user) | Technical |  |  |  |
| User Management | 18.05 | System should have the ability to accurately map each user according to their position in the current org structure in their respective geographies (as given in Appendix-S) and SBI entities for defining access right to learnings across content types                                                                                                                                                       | Technical |  |  |  |
| User Management | 18.06 | System should have the ability for the super admin to perform all activities across all other user profiles including the ability to create/edit/manage/delete/assign user profiles                                                                                                                                                                                                                             | Technical |  |  |  |
| User Management | 18.07 | System should allow admin profiles to complete user registrations individually or through the export or import of user data (e.g. Bulk upload of user data through .csv file)                                                                                                                                                                                                                                   | Technical |  |  |  |

|                 |       |                                                                                                                                                                                                                                                  |           |  |  |  |
|-----------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|
| User Management | 18.08 | System should have the ability to create certain admin profiles which can create/edit/ delete data for one or more specific learner groups (e.g., Admin rights to manually mark course completion for local officers based in foreign locations) | Technical |  |  |  |
|-----------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|

2.1 Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:

**Table B: Response time and resolution time required of vendor**

| Severity Level | Description                                                                                                                                                                                                                                                                                                                                                                                                                          | First Response Time | Resolution Time   |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| P1 – Critical  | Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue business operations.<br><i>E.g. – Widespread log-in issues, system outages impacting the majority of users, security breaches or vulnerabilities</i> | 30 minutes          | 6 business hours  |
| P2 – High      | Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available.<br><i>E.g. - Intermittent access issues and major functionality errors such as course content loading, inability to submit assignments or quizzes</i>          | 1 business hour     | 12 business hours |
| P3 – Medium    | Moderately impacts users' ability to use the platform/app and hinders certain non-business critical operations. It affects a small number of users (<10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort.<br><i>E.g. - Course content display issues, user data accuracy issues, incompatibility with</i>                                                 | 2 business hours    | 2 business days   |

|          |                                                                                                                                                                                                                                                                                                                                                                                          |                  |                 |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
|          | <i>browser or mobile updates for specific user group</i>                                                                                                                                                                                                                                                                                                                                 |                  |                 |
| P4 – Low | Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly affect the user’s productivity. A workaround is easily available.<br><i>E.g. Cosmetic issues such as layout changes, font size, etc., feature enhancement requests, course content alignment</i> | 4 business hours | 8 business days |

3. Documentation:

The service provider will be required to submit the following list of documentation:

- Project plan, technical design document and product specifications
- LMS Configuration Workbooks
- Product manual including software media and license materials
- Integration Specification Document
- Data Migration Strategy & Implementation plan
- Testing Strategy
- System Validation Test Scenarios
- System Validation Test Scripts
- System Integration Test Scenarios
- System Integration Test Scripts
- Test tracking Log
- Training Strategy and Material
- Deployment Plan
- LMS Governance Policies
- Standard Operating Procedures (SOPs)
- Any other document requested by the Bank

4. Place of Service

|    |                                               |
|----|-----------------------------------------------|
| 1. | State Bank of India, Global IT Centre Belapur |
| 2. | State Bank of India, Corporate Centre         |
|    | Or any other place as the bank may direct     |

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.....

As defined in **Appendix E** of the RFP

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.

*Table C: Post Implementation Support team*

| <b>Role</b>                        | <b>Responsibilities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>No. of Resources</b> | <b>Duration</b>                                                     |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------|
| <b>Post implementation L1 team</b> | <ul style="list-style-type: none"> <li>• Manage simple “How to” issues that can be resolved without having to perform root cause analysis</li> <li>• Addressing basic user queries including but not limited to login, password reset, access, application navigation, usage of platform, etc.</li> <li>• Resolve simple commonly occurring issues for users and other platform user profiles (Admin, Faculty, content creator, etc)</li> </ul>                                                                                                                                                                                                                                                             | 5                       | Full time during hyper care and 2 additional months post hyper care |
| <b>Post implementation L2 team</b> | <ul style="list-style-type: none"> <li>• Any issues that cannot be resolved by the L1 team</li> <li>• Includes troubleshooting for issues escalated by the level 1 support team                             <ul style="list-style-type: none"> <li>○ Analyzing error messages and system logs</li> <li>○ Resolving issues related to learning content, assisting with troubleshooting for multimedia and interactive elements for all types of users</li> <li>○ Addressing issues related to third-party integrations</li> <li>○ Troubleshooting data exchange, learner master data issues within internal systems</li> <li>○ Addressing errors with viewing and downloading reports</li> </ul> </li> </ul> | 4                       | Full time till the end of the contract period                       |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |                                               |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------|
|                                    | <ul style="list-style-type: none"> <li>• The L2 team will be responsible for examining quarterly system releases and evaluating their impact on the platform.</li> <li>• The L2 team in collaboration with the L3 team shall be responsible for coordinating with the STU team at SBI to decide whether to incorporate or exclude the newly released features.</li> <li>• If the decision is made to incorporate the releases or new features into the platform, the L2 team (with L3 as required) shall be responsible for rolling out the features and making necessary modifications to the platform</li> <li>• L2 team will take on the responsibility of training the SBI L1 team on the new releases/ features.</li> </ul> |   |                                               |
| <b>Post implementation L3 team</b> | <ul style="list-style-type: none"> <li>• Any issues that cannot be resolved by the L2 team</li> <li>• Should possess expertise in technology platforms to resolve the issue</li> <li>• Includes resolving issues escalated from Level 2 <ul style="list-style-type: none"> <li>○ SSO failure</li> <li>○ Hardware, Server, Storage and network issues</li> <li>○ Integration issues</li> </ul> </li> <li>• L3 team will also be accountable for managing minor workflow changes</li> </ul>                                                                                                                                                                                                                                        | 4 | Full time till the end of the contract period |

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 requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <p><i>The Bank envisions the implementation of an LMS within the timeframe given below.<br/>If the project timeline is not met due to specific circumstances, Bank may extend the timeline with mutual understanding between the bidder and the Bank.</i></p> <p><b>Project Activities (indicative)</b></p>                                                                                                                       | <b>Duration for Activity</b>                         |
| Vendor onboarding and project planning                                                                                                                                                                                                                                                                                                                                                                                            | 70 days post signing of contract                     |
| LMS requirements finalization                                                                                                                                                                                                                                                                                                                                                                                                     |                                                      |
| Platform configuration (including integrations, data migration) and unit testing                                                                                                                                                                                                                                                                                                                                                  |                                                      |
| <ul style="list-style-type: none"> <li>• Testing and platform approval by SBI:</li> </ul> <p><i>Note: Testing stages including system integration testing, UAT and security testing to be conducted by SBI. Vendor to make system updates within 5 working days of receiving feedback at each testing iteration/stage</i></p> <ul style="list-style-type: none"> <li>• Create SOPs</li> <li>• Create training material</li> </ul> | 90 days post platform configuration and unit testing |
| Pilot the new LMS in select geographies/ functions                                                                                                                                                                                                                                                                                                                                                                                | 20 days post testing approval by SBI                 |
| Monitor performance and resolve technical issues                                                                                                                                                                                                                                                                                                                                                                                  |                                                      |
| Apply necessary updates                                                                                                                                                                                                                                                                                                                                                                                                           |                                                      |
| Training for SBI admin (Knowledge Transfer)                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |
| Scaling platform for org-wide go-live                                                                                                                                                                                                                                                                                                                                                                                             |                                                      |
| <b>Organisation-wide LMS go-live</b>                                                                                                                                                                                                                                                                                                                                                                                              | <b>Launch day</b>                                    |
| Hypercare (monitoring performance)                                                                                                                                                                                                                                                                                                                                                                                                | 60 days post go-live                                 |
| Post implementation support (L2 and above)                                                                                                                                                                                                                                                                                                                                                                                        | 5 years post go-live                                 |

9. Risk Management

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.

**ANNEXURE-B**

INFRASTRUCTURE MANAGEMENT METRICS

As detailed in RFP (Appendix E) - Section 17 and Appendix-V

(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 DC and vice versa | 60 minutes           | Time taken for shutting DC and making DR live and 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 DR and vice versa | 15 minutes           | Amount of lost data acceptable |

**ANNEXURE-C**

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

As detailed in RFP (Appendix V)

| Severity Level | Description                                                                                                                                                                                                                                                                                                                                                                                                                            | First Response Time | Resolution Time   |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| P1 – Critical  | Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue business operations.<br><i>E.g. – Widespread log-in issues, system outage impacting the majority of user, security breach or vulnerabilities</i>       | 30 minutes          | 6 business hours  |
| P2 – High      | Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available.<br><i>E.g. - Intermittent access issues and major functionality errors such as course content loading, inability to submit assignments or quizzes</i>            | 1 business hour     | 12 business hours |
| P3 – Medium    | Moderately impacts users' ability to use the platform/app and hinders certain non-business critical operations. It affects a small number of users (<10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort.<br><i>E.g. - Course content display issues, user data accuracy issues, incompatibility with browser or mobile updates for specific user group</i> | 2 business hours    | 2 business days   |
| P4 – Low       | Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly                                                                                                                                                                                                                                                | 4 business hours    | 8 business days   |

|  |                                                                                                                                                                                                  |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | affect the user's productivity. A workaround is easily available.<br><i>E.g. Cosmetic issues such as layout changes, font size, etc., feature enhancement requests, course content alignment</i> |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|



**ANNEXURE-D**

**SERVICE DESK SUPPORT METRIC**

As detailed in RFP (Appendix E) Section 8

**Help Desk Requirement:**

- i. The service provider post-implementation support team resources are expected to be deployed for 6 days a week and an estimated 9 hours a day as per the working calendar of the bank. The bank reserves the right to request resources to work beyond these parameters as needed.
- ii. Service provider shall provide a highly skilled support team onsite, for the management of post implementation incident SLAs

**SERVICE LEVEL REPORTING/ FREQUENCY**

Monthly or as advised by the bank

**SERVICE REVIEW MEETING**

Monthly or as advised by the bank

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |
|             |          |           |             |

**ANNEXURE-E**

ESCALATION MATRICS

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

**ANNEXURE-F**

PENALTY FOR NON-PERFORMANCE OF SLA

As per Appendix J of the RFP

| Service level category                                         | SLA Measure                                                                                          | Penalty Calculation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Delayed Implementation                                         | <i>Per week of delay or non-compliance</i>                                                           | 0.5% of the implementation cost per week of delay or non-compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Non-Compliance to Mandatory Requirements                       | <i>Inability by vendor to provide the mandatory requirements within the implementation timelines</i> | Payment toward invoice associated with the payment milestone '60 days post go-live' as outlined in Appendix E- point 19 (Payment Schedule) Table A – Implementation Phase, shall be withheld                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Data Migration                                                 | <i>Data Accuracy of less than 100%</i>                                                               | $\left( \frac{\text{Total no of error free records migrated}}{\text{Total no of records migrated in that batch}} \right) \times 100$ <p>Penalty at the rate of Rs.25,000/- will be applied for every drop in 1 % i.e., Rs.25,000/- if the data accuracy is below 100 % and Rs.50,000/- if the data accuracy is below 99% and so on for every %.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Application Downtime                                           | <i>Penalty for overall uptime of less than 99.50%</i>                                                | $\left( \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during month}} \right) \times 100$ <ul style="list-style-type: none"> <li>• 99.50% and above – No penalty</li> <li>• Uptime of 98% and above but below 99.50% - penalty of 1% of total quarterly pay-out of license cost</li> <li>• Uptime of 97% and above but below 98% - penalty of 2% of total quarterly pay-out of license cost</li> <li>• Uptime of 96% and above but below 97% - penalty of 3% of total quarterly pay-out of license cost</li> <li>• Uptime of 95% and above but below 96% - penalty of 4% of total quarterly pay-out of license cost</li> <li>• Uptime below 95% - penalty of 5 % of total quarterly pay-out of license cost</li> </ul> |
| Post implementation customization/configuration of application | <i>Delay in completion of any additional scope of work within the timeframe</i>                      | Penalty of 0.5% of the cost of additional scope of work per week of delay up to 5% of total cost of additional scope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Absence of Post Implementation Support Team                                                                                                                 | <i>In case of absence of post-implementation team member</i> | $\left( \frac{\text{Monthly Charge}}{\text{Total Working days}} \right) \times \text{no. of days of absence}$ <p>Per resource, charge for absence will be calculated as above</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------|-------------------|----------------------------|-------------------------------|-----|------------|----|------------------------------------|-----|------------|----|-------------------------------------|-----|------------|----|-------------------------------------|-----|------------|----|---------------------------------------|-----|------------|----|----------------------------------------|-----|------------|----|--------------------------------------|-----|------------|-----|--------------------------------------|-----|------------|-----|--|--|--|
| Post Implementation Service                                                                                                                                 | <i>Non-adherence to response time and Resolution time</i>    | <table border="1"> <thead> <tr> <th>Severity</th> <th>Target</th> <th>Achievement range</th> <th>Penalty (% of monthly fee)</th> </tr> </thead> <tbody> <tr> <td>P1 response time (30 minutes)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>5%</td> </tr> <tr> <td>P2 response time (1 business hour)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>5%</td> </tr> <tr> <td>P3 response time (2 business hours)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>5%</td> </tr> <tr> <td>P4 response time (4 business hours)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>5%</td> </tr> <tr> <td>P1 resolution time (6 business hours)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>5%</td> </tr> <tr> <td>P2 resolution time (12 business hours)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>5%</td> </tr> <tr> <td>P3 resolution time (2 business days)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>10%</td> </tr> <tr> <td>P4 resolution time (8 business days)</td> <td>90%</td> <td>70% - &lt;89%</td> <td>10%</td> </tr> </tbody> </table> | Severity                   | Target | Achievement range | Penalty (% of monthly fee) | P1 response time (30 minutes) | 90% | 70% - <89% | 5% | P2 response time (1 business hour) | 90% | 70% - <89% | 5% | P3 response time (2 business hours) | 90% | 70% - <89% | 5% | P4 response time (4 business hours) | 90% | 70% - <89% | 5% | P1 resolution time (6 business hours) | 90% | 70% - <89% | 5% | P2 resolution time (12 business hours) | 90% | 70% - <89% | 5% | P3 resolution time (2 business days) | 90% | 70% - <89% | 10% | P4 resolution time (8 business days) | 90% | 70% - <89% | 10% |  |  |  |
| Severity                                                                                                                                                    | Target                                                       | Achievement range                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Penalty (% of monthly fee) |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P1 response time (30 minutes)                                                                                                                               | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5%                         |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P2 response time (1 business hour)                                                                                                                          | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5%                         |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P3 response time (2 business hours)                                                                                                                         | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5%                         |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P4 response time (4 business hours)                                                                                                                         | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5%                         |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P1 resolution time (6 business hours)                                                                                                                       | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5%                         |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P2 resolution time (12 business hours)                                                                                                                      | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5%                         |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P3 resolution time (2 business days)                                                                                                                        | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10%                        |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| P4 resolution time (8 business days)                                                                                                                        | 90%                                                          | 70% - <89%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10%                        |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |
| <p>The bidder shall ensure adherence to the above mentioned target, failing which a penalty will be deducted from the post implementation support cost.</p> |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |        |                   |                            |                               |     |            |    |                                    |     |            |    |                                     |     |            |    |                                     |     |            |    |                                       |     |            |    |                                        |     |            |    |                                      |     |            |     |                                      |     |            |     |  |  |  |

Note: The maximum penalties on account of all above cases will be 10% of the total cost of the project



**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 within 2 (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).



**ANNEXURE H**

**Data Processing Agreement**

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

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

**And**

(ii) M/s. \_\_\_\_\_ ("Data Processor")

**WHEREAS:**

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

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

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

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

**IT IS AGREED AS FOLLOWS:**

**1. Definitions and Interpretation:**

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

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

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

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

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

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

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

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

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

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

1.1.10 "EEA" means the European Economic Area.

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

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

1.1.13 "Data Transfer" means:

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

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

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

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

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

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

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

## **2. Processing of Personal Data:**

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

2.2 Processor shall:

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

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

### **3. PROCESSOR OBLIGATIONS:**

#### **3.1 Processor Personnel:**

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

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

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

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

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

#### **3.2 Security:**

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

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

3.2.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the

Processor by State Bank of India from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

### **3.3 Sub-Processing:**

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from State Bank of India.

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.

3.4.1 Taking 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 10 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 10 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:

5.3.1 This 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**

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

**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     | a. Business Continuity Management                                                     |                       |                                                                         |

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

| S. No | Controls to be implemented                                                                                                                                                                             | Compliance (Yes / No)        | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------|
| 13    | Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? |                              |                                                                         |
| 14    | Whether Processor has deployed secure environments for their applications for:                                                                                                                         | a. Production                |                                                                         |
|       |                                                                                                                                                                                                        | b. Disaster recovery         |                                                                         |
|       |                                                                                                                                                                                                        | c. Testing environments      |                                                                         |
| 15    | Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                                            | a. Web                       |                                                                         |
|       |                                                                                                                                                                                                        | b. App                       |                                                                         |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                         |
|       |                                                                                                                                                                                                        | d. Critical applications     |                                                                         |
|       |                                                                                                                                                                                                        | e. Non-Critical applications |                                                                         |
|       |                                                                                                                                                                                                        | f. UAT                       |                                                                         |
| 16    | Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?                                                                                          |                              |                                                                         |
| 17    | Whether Internet access is permitted on:                                                                                                                                                               | a. Internal servers          |                                                                         |
|       |                                                                                                                                                                                                        | b. Database servers          |                                                                         |
|       |                                                                                                                                                                                                        | c. Any other servers         |                                                                         |
| 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?                                                                                                                               |                              |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                       | Compliance (Yes / No)                                                                                                                                                                                          | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 29    | Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?                                                      |                                                                                                                                                                                                                |                                                                         |
| 30    | Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?                                                                                                  |                                                                                                                                                                                                                |                                                                         |
| 31    | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?                                                                                |                                                                                                                                                                                                                |                                                                         |
| 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.                                                                                       |                                                                         |
|       |                                                                                                                                                                                                  | 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.                                                                |                                                                         |

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

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ between:

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

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

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

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

## **3. Rights and Remedies**

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

- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
- d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

**4. Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.



- (f) 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   |  |  |



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

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

**Format for Submission of Client References**

**To whosoever it may concern**

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

**Name & Signature of authorised signatory**

**Seal of Company**

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

General

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

And

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, 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 BIDDERS.
- 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. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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 Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

|                                                     |
|-----------------------------------------------------|
| Shri Otem Dai<br>IAS (Retd.)<br>otemdai@hotmail.com |
|-----------------------------------------------------|

- 7.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor 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 Monitor has 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 Monitor and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

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

**9. Law and Place of Jurisdiction**

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

**10. Other Legal Actions**

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

**11. Validity**

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

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

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

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

For BIDDER  
Chief Executive Officer/  
Authorised Signatory  
Designation

Witness  
1  
2

Witness  
1.  
2.

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

**FORMAT FOR EMD BANK GUARANTEE**

To: \_\_\_\_\_

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**EMD BANK GUARANTEE FOR  
NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIREMENT AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT  
IN THE RFP NO. SBI/GITC/HRMS/2024/2025/1156 dated 15/06/2024**

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

1. 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.
2. 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)
3. 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).
4. 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 notwithstanding 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.
5. 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)*

**SECURITY REQUIREMENTS**

Bidder is required to comply with the following points and submit their compliance on the same on their letter head along with required evidence. In case of non-compliance of any of the requirement, Bid would be rejected:

| S. No. | Required Controls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Compliance (Yes/No) | Required Evidence                                                                                                                                                                                                                                                      |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Whether Bidder has (Board/ Top Management approved) Information Security (IS) Policy in place with periodic review (minimum annually) by Top Management.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     | Content table/ page of IS Policy and review history page.                                                                                                                                                                                                              |
| 2      | Whether IS Policy is communicated to all employees and does Bidder monitor the compliance of the said policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     | Relevant evidence or compliance certificate.                                                                                                                                                                                                                           |
| 3      | Whether Bidder has operational processes (SOP, etc) with periodic review (at least annually) including but not limited to: <ul style="list-style-type: none"> <li>a) Business continuity management</li> <li>b) Backup Management and Restoration Testing</li> <li>c) Desktop/ system/ server/ network device hardening with baseline controls</li> <li>d) Patch management</li> <li>e) Port management</li> <li>f) Media movement</li> <li>g) Log management</li> <li>h) Personnel security</li> <li>i) Physical security</li> <li>j) Internal security assessment processes</li> <li>k) Incident Management</li> <li>l) Regulatory Compliance</li> </ul> |                     | For organisations with ISO-27001, PCI-DSS, SOC1, SOC2 certification, relevant certification with validity periods needs to be produced.<br>For other organisations, each approved document/ IS Policy (respective contents) needs to be produced with version history. |
| 4      | Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     | Evidence for controls in place.                                                                                                                                                                                                                                        |
| 5      | Whether rules are implemented on Firewalls of the Bidder's environment as per their approved process. Whether Bidder has processes in place to review the Firewalls periodically.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     | Approved Process of Firewall Rules and self-certification (signed by IS Head of the company) for non-presence of overly permissible such as Any-Any Rules or generic rules/evidence for latest Firewall Audit Report.                                                  |

|    |                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                 |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6  | Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.                                                                                                                                                            |  | Evidence of SOC implementation and its activities.                                                                                                                                                                                              |
| 7  | Whether Bidder's 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.                                                            |  | CERT empanelled auditor's Report on verification of its implementation.                                                                                                                                                                         |
| 8  | Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.                                                                                                                                              |  | Evidence of a Secured DR Site at different location(s).                                                                                                                                                                                         |
| 9  | Bidder to confirm that privilege access to its environment is not permitted from internet.                                                                                                                                                                   |  | Evidence for the secured access, reviewed by CERT empanelled auditors.                                                                                                                                                                          |
| 10 | Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.                                                                                         |  | Relevant clauses in Policy and implementation evidence like organisation structure etc.                                                                                                                                                         |
| 11 | Whether CERT-IN Empaneled Auditors are engaged by Bidder for ensuring security posture of their application. Security testing includes but is not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control etc. |  | Latest security Testing Certification with Scope of review & closure of observations.                                                                                                                                                           |
| 12 | Whether suitable security certification (ISO, PCI-DSS, SOC1 and SOC2 etc.) of the security posture at Bidders IT environment are in place.                                                                                                                   |  | Certificate with validity period, if available.                                                                                                                                                                                                 |
| 13 | Whether Bidder is agreeable to secure the Bank's data (if shared) while transit, processing, at store, during backup and archivals, over external media etc. with latest & secured encryption standards.                                                     |  | Evidence for protection of data in transit such as Secure Encryption algorithm used.                                                                                                                                                            |
| 14 | Whether Bidder has processes in place and is agreeable to completely erase the data after processing at their end or after a clearly defined retention period, if so permitted to be stored.                                                                 |  | Self-certification in case of Govt entity and approved Purging Process & timeline and Evidence of actual implementation for Non-Govt entities duly verified by CERT empanelled IS auditor to be provided by successful Bidder at relevant time. |
| 15 | Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.                                                                                                                            |  |                                                                                                                                                                                                                                                 |
| 16 | Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.                                                                                                                 |  |                                                                                                                                                                                                                                                 |

|    |                                                                                                                                                                                                       |  |                                                                                                                                                                                       |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.                                                                           |  |                                                                                                                                                                                       |
| 18 | Whether Bidder is willing to implement an efficient and sufficient preventive control to protect the Bank's interests against any damage under section 43 of IT Act.                                  |  |                                                                                                                                                                                       |
| 19 | Whether Bidder configures or provides access to officials based on a documented and approved Role Conflict Matrix.                                                                                    |  | Role Conflict Matrix and evidence of following the same.                                                                                                                              |
| 20 | Whether Bidder is agreeable that all default admin and root users are deleted/disabled and access is based on user specific IDs and all such accesses are logged.                                     |  | Evidence of having disabled default admins and root users preferably verified by CERT empanelled auditor.                                                                             |
| 21 | Whether Bidder has deployed Active Directory (AD), Single Sign On (SSO) and strong Password Policy for End point and application access.                                                              |  | Details of the AD, SSO, Password Policy in relevant clauses of IS Policy and/or compliance verification.                                                                              |
| 22 | Whether Bidder is agreeable to define proper access control for protecting the Bank's data (if shared) and access to the data is strictly on need-to-know Basis.                                      |  | Approved Access Control process document and evidence of implementation to be provided by successful Bidder at relevant time.                                                         |
| 23 | Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for production and non-production such as UAT.                                                        |  | CERT empanelled auditor's Report on verification of its implementation.                                                                                                               |
| 24 | Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for Web, App, DB, Critical & Non-Critical Applications.                                               |  | Self-certification (signed by IS Head of the company) with evidence.                                                                                                                  |
| 25 | Whether Bidder is agreeable to have a separate network architecture diagram specific to integration with the Bank.                                                                                    |  | Network architecture diagram specific to the Bank to be provided by successful Bidder.                                                                                                |
| 26 | Bidder to confirm that internet access is restricted on internal servers, database servers or any other servers.                                                                                      |  | Evidence of purpose/need of this and verification of controls in place by CERT empanelled ISSP.                                                                                       |
| 27 | Whether Bidder has deployed any open source or free software in their environment. If yes, whether processes are in place for closure of vulnerabilities & regular/timely patching for such software. |  | If any Open Source software is used, evidence for process in place to adhere to the stated control and/or declaration that there are no known CVE (Common Vulnerability & Exposures). |
| 28 | Whether minimum baseline controls are implemented for hardening the application and DB Servers.                                                                                                       |  | Content page of SCD document and review history and implementation evidence of latest SCD version.                                                                                    |
| 29 | Whether Suitable Security certificate such as ISO27017 & ISO27018 for Cloud                                                                                                                           |  | Certificate with validity period.                                                                                                                                                     |

|    |                                                                                                                                                                                   |  |                                                                                                                     |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|
|    | Services (if applicable) and PCI DSS where Debit Card related data (if applicable) are processed are in place.                                                                    |  |                                                                                                                     |
| 30 | Whether Bidder is agreeable that the key used by it to encrypt the Bank's data (if shared) should be different i.e. it should not be the same that was/is used for other clients. |  | Approved Process for Key Management and evidence of actual implementation of Key Sharing.                           |
| 31 | Bidder to confirm that data should not be allowed to be downloaded or to prepare copies unless explicitly approved.                                                               |  | Approved Process & evidence of implementation of the control.                                                       |
| 32 | Whether Bidder is agreeable to performs periodic DR Drills.                                                                                                                       |  | Evidence of conducting DR drills, lessons learnt and their detailed recordings to be provided by successful Bidder. |
| 33 | Bidder is agreeable that the application and DB will be hosted separately on a dedicated infrastructure (physical/logical) for the Bank.                                          |  | Evidence of dedicated infrastructure (physical/ logical) for the Bank to be provided by successful Bidder.          |
| 34 | Whether proper log generation, storage, management and analysis happens for the Bidder's application (including DFRA & access logs).                                              |  | Log generation, storage and review process certified by CERT empaneled auditor.                                     |
| 35 | Whether the privilege access activities are logged, monitored, controlled and governed preferably using Privilege Identity Management (PIM).                                      |  | Evidence of Privileged access logs and PIMS implementation.                                                         |

Bidder should also confirm whether it has witnessed any security or privacy breach in the past 2 (two) years. Bidder should submit self-certification of IS Head in case of Govt entity/evidence reported to regulatory agencies and/or self-attestation and the same to be verified by CERT empaneled ISSP.

Letters of Intent (LoIs) will be issued to TC1 bidder and the selected bidder will be required to undergo IT & Security review, also called as ISD review. Selected bidder will be required to submit the documents, duly certified by CERT-IN Auditors, for getting clearance from IS Dept. of the Bank as mentioned in Appendix Q as well as mentioned any other place in the RFP document.

The bidder/ vendor shall have obligation to comply with Bank's IS policy, Cyber Security Policy and IT Policy and regulatory requirements and implement all the recommendations// close all the vulnerabilities reported in the various information security reviews, IS audit, UAT etc conducted by the Bank, bank appointed third party professionals, Regulators during the contact period without any additional cost to the Bank.



**Note:**

- The above-mentioned required controls shall be reviewed at quarterly interval.
- Service Provider at its own expenses, agrees to submit certificate from CERT-In empaneled ISSP, periodically, i.e. at quarterly interval by 15<sup>th</sup> day of completion of respective quarter or as requested by the Bank for the control points mentioned in Appendix Q.

**CLOUD REQUIREMENTS**

For cloud deployment platform, the Bidder is required to comply with the following points and submit their compliance on the same on their letter head in format of Table C-1

**Deployment Model Specific Requirements**

1. Data center, Disaster recovery center, High availability zones across data centers shall be in India only.
2. Bidder shall ensure that all data functions and processing are performed within the boundaries of India.
3. Shall be hosted and provided services on a dedicated instance for the Bank on the cloud
4. The infrastructure elements including server, storage (including backup storage) and network of the public Cloud should provide strong tenant isolation, provide granular identity and access management capability and data encryption (In-Transit and At-Rest) and to be logically separate from the public and other cloud offerings of the cloud service provider.
5. There should be logical separation (of servers, storage, network infrastructure and networks) to protect data, applications and servers and provide robust virtual isolation for the Bank.
6. The space allocated for the dedicated infrastructure should be clearly demarcated and identified as hosting Bank's Project. The demarcated and identified area shall not host any components other than those of Banks Project.
7. The entire N/W Path for Bank's hosted applications shall be separate (logical separation & isolation) from the other clients and should be dedicated for the Bank.
8. Implement a firewall policy that allows the Bank to administer it remotely and allowing the Bank to have read-only access to inspect the firewall configuration in accordance with the Banks direction.
9. The cloud service offering shall support Network and security with dedicated firewall along with load balancer integration for auto-scale functions. However, the dedicated infrastructure elements can be shared within the Bank.
10. The management consoles should only show the data relevant to the Bank.
11. With respect to monitoring tools, if any agent has to be deployed on the VMs or otherwise, the monitoring tools may be shared provided there is logical segregation and controls built-in to ensure that the tools & deployed agents comply to the security policies and ONLY the events, performance threshold alerts and inventory data for the OS, DB, infrastructure and Application is captured & sent by the deployed agents. The monitoring tools and deployed agents (in case of agent-based tools) shall not capture or send Bank's application and/or user and/or transaction data.
12. Shall leverage and share all network-related security toolset which are in network flow.
13. Security toolset shall be a dedicated installation of the tools / products for the Bank.
14. Database System Software shall be a dedicated instance for the Bank
15. For ensuring strategic control of the operations, approval of the Bank shall be taken prior to making changes / modifications of the deployed solution, database, data, configurations, security solutions, hosted infrastructure, etc.
16. The above set of activities where prior approvals of the Bank have to be taken is only indicative and by no means an exhaustive list. The set of activities for which such approval has to be obtained will be finalized by the Bank and reviewed on as needed basis.
17. For any changes (including auto-provisioning and others that may or may not need prior approval) to the underlying cloud infrastructure, software, etc. under the scope of the bidder, that has the potential to affect the SLAs (performance, availability), the Bank shall get alerts / notifications from the bidder, both as advance alerts and post implementation alerts
18. Real time Integration of Logs (web, application, DB, Network) with Bank SOC is required

19. Should the Bank decide to migrate the application to its private cloud at any point in the future, the service provider shall undertake the migration process, subject to an agreed-upon additional cost

### General Requirements

1. Shall be in accordance with the requirements in this RFP.
2. Bidder shall provide dedicated resources for Bank's project.
3. There should be sufficient headroom (at an overall level in the compute, network and storage capacity offered) available for near real time provisioning (as per the SLA requirement of the Bank) during any unanticipated spikes in the user load.
4. Ability to integrate fully with the Government of India approved Certificate Authorities to enable the Bank to use the Digital Certificates / Digital Signatures.
5. The Bank shall retain ownership of any user created/loaded data and applications hosted on CSP's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.
6. The Bank retains ownership of all VMs, templates, clones, and scripts/applications created for the Bank's application and retains the right to request (or should be able to retrieve) full copies VMs at any time.
7. The Bank shall be provided access rights (including the underlying secure connection) to the user administration / portal of cloud services to have visibility into the dashboard, SLAs, management reports, etc. provided by the Cloud Service provider.
8. CSP shall not provision any unmanaged VMs for the applications.
9. CSPs shall provide interoperability support with regards to available APIs, data portability etc. for the Bank to utilize in case of Change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider or availing backup or DR services from a different service provider as and when needed
10. Should adhere to the ever-evolving guidelines as specified by CERT-In (<https://www.cert-in.org.in/>)
11. Should adhere to the relevant standards published (or to be published) by the Bank, Ministry of Electronics & Information Technology (MeitY) or any standards body setup / recognized by Government of India and notified to the bidder by the Bank as a mandatory standard.
12. Bidder shall also adhere to the relevant audit requirements as defined in the RFP.
13. The Bidder should complete VA & PT testing on an annual basis and submit timely reports to the bank

### Service Management Requirements

#### Operational Management

1. Manage the network, storage, server and virtualization layers, to include performance of internal technology refresh cycles applicable to meet the SLAs without any financial impact to the Bank. Provide a secure, dual factor method of remote access which allows the Bank designated personnel (privileged users) the ability to perform duties on the hosted infrastructure
2. Upgrade and periodically replace hardware without any financial impact to the Bank. All the data within replaced hardware shall be immediately deleted/destroyed and certify the VM and data destruction to the Bank as per stipulations and shall ensure that the data cannot be forensically recovered.
3. Perform patch management appropriate to the scope of their control
  - a. Alerts well in advance on the upcoming patches via email.

- b. Patch VMs on the next available patch management change window
- c. Application of automated OS security patches
- d. Send regular reminders to the Bank designated email address five (5) days prior to patch cut off dates
4. OS level vulnerability management – all OS images created within the cloud platform are regularly patched with the latest security updates
5. Provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements as described in Security Requirements in this RFP.
6. Bidder shall Monitor availability of the servers, CSP -supplied operating system & system software, and CSP's network
7. The bidder is fully responsible for tech refreshes, patch management and other operations of infrastructure within the scope.
8. Investigate outages, perform appropriate corrective action to restore the hardware, operating system, and related tools and provide Root Cause Analysis (RCA) within the timeframe provided by the Bank.
9. Bidder shall be responsible for managing the infrastructure including VMs as per the ITIL standards.
10. Comply with technology (hardware and software components) refresh requirements as required so as to upgrade any technology prior to reaching end of life / end of support and as well as to ensure security requirements and service level agreements (SLA) are met without and additional cost to the Bank.
11. Software (limited to OS, security solutions and other platform stack offered by the bidder to the Bank) will never be more than two versions behind unless deferred or rejected by Bank.

#### Data Management

1. Manage data isolation in a multi-tenant environment.
2. The bidder shall ensure compliance to the Bank's Backup and Retention policy.
3. Transfer data back in-house either on demand or in case of contract or order termination for any reason
4. Manage data remanence throughout the data life cycle.
5. Provide and implement security mechanisms for handling data at rest and in transit.
6. Bidder shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the express approval of the Bank.
7. When the Bank or bidder (with prior approval of the Bank) scales down the infrastructure services, bidder is responsible for deleting or otherwise securing Bank's Content/data prior to VM deletion and in case deleted, shall ensure that the data cannot be forensically recovered.
8. Bidder shall ensure the protection of the Bank's data from any unauthorized access, modification, copying/storing. Violation of this shall be treated as copyright infringement

#### **User/Admin Portal Requirements**

1. Utilization Monitoring: Provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means.  
Real time performance thresholds  
Real time performance health checks  
Real time performance monitoring & Alert  
Historical Performance Monitoring  
Capacity Utilization statistics  
Cloud Resource Usage including increase / decrease in resources used during auto scale

- Log (DB, Application) and files sync status of DC and DR
2. Trouble Management – Provide Trouble Ticketing via online portal/interface (tools).
  3. User Profile Management- Support maintenance of user profiles and present the user with his/her profile at the time of login

#### **LAN / WAN Requirements**

1. Local Area Network (LAN) shall not impede data transmission.
2. Provide a redundant local area network (LAN) infrastructure and static IP addresses from the Bank IP pool or “private” non-internet routable addresses from CSP pool.
3. Provide private connectivity between a Bank’s network and cloud data Center Facilities
4. Application should be accessible from Internet as well as Bank’s Intranet.
5. Allow mapping IP addresses to domains owned by the Bank, allowing websites or other applications operating in the cloud to be viewed externally as Bank’s URLs and services
6. Provide infrastructure that is Ipv4 and Ipv6 compliant.
7. Bidder shall have the capability to provide adequate bandwidth between Primary Data Center and Disaster Recovery Center for data replication purpose.
8. Support network level redundancy through MPLS lines from two different service providers, alternate routing paths facilitated at ISP backbone (MPLS), redundant network devices etc. These two network service providers should not share same back-end infrastructure. Redundancy in security and load balancers, in high availability mode, will be provided to facilitate alternate paths in the network

#### **Disaster Recovery & Business Continuity Requirements**

1. Bidder is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center to meet the RPO and RTO requirements of the Bank.
2. The Primary DC and the DRC should be in different seismic zones in India.
3. During normal operations, the Primary Data Center (PR) will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PR) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Center site.
4. In the event of a site failover or switchover, DR site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centers so that when an outage occurs, failover to the surviving data center can be accomplished within the specified RTO. This is the period during which the Compute environment for the application shall be equivalent to DC. The installed application instance and the database shall be usable and the same SLAs as DC shall be provided. The use of this Full Compute DR environment can be for specific periods during a year for the purposes of DC failure or DR Drills or DC maintenance. The Database and storage shall be of full capacity and the licenses and security shall be for full infrastructure. The bandwidth at the DR shall be scaled to the level of Data center. Users of application should be routed seamlessly from DC site to DR site. The bidder shall conduct DR drill for seven days at the interval of every six months of operation wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DRC or vice-versa (regular planned changes), there should not be any data loss.
5. The bidder should offer dashboard to monitor RPO and RTO of each application and database.

6. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.

### Security Requirements

1. Bidder will be responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure, Virtual Machines (VMs).
2. The Data Center Facility shall at a minimum, implement the security toolset: Security & Data Privacy (Data & Network Security including Anti Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, DAM, WAF, Integrated Vulnerability Assessment, SOC, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)
3. Integration with Bank's Security Operation Center (SOC) including SIEM, DAM, WAF
4. Integration with Bank's AD, SSO
5. Meet the ever-evolving security requirements as specified by CERT-In (<https://www.cert-in.org.in/>)
6. Meet any security requirements published (or to be published) by the Bank or any standards body setup / recognized by Government of India from time to time and notified to the bidder by the Bank as a mandatory standard
7. Bank reserves the right to verify the security test results.
8. Implement industry standard storage strategies and controls for securing data in the Storage Area Network so that clients are restricted to their allocated storage.
9. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes should be in a separate zone with higher security layer.
10. Nonproduction environments should be segregated (in a different VLAN) from the production environment such that the users of the environments are in separate networks.
11. All environments (Web, App, DB) should be segregated in a different VLAN.
12. Cloud offering should have built-in user-level controls and administrator logs for transparency and audit control
13. Cloud Platform should be protected by fully managed Intrusion detection system using signature, protocol, and anomaly-based inspection thus providing network intrusion detection monitoring.
14. Cloud platform should provide Edge-to-Edge security, visibility and carrier class threat management and remediation against security hazards like Denial of Service (DoS) and Distributed Denial of Service (DdoS) attacks, botnets, etc. Also, shall provide protection against network issues such as traffic and routing instability
15. Cloud platform should provide Web Application Filter for OWASP Top 10 protection as a service that can be enabled for the Banks that require such a service.
16. Provision of private network ports to be connected to the Banks network for additional secure connectivity between the Bank network and the cloud through support for MPLS, Fiber, P2P links.
17. Cloud Service provider shall allow audits of all administrator activities performed by the bidder and allow Bank to download copies of these logs in read-only format.
18. Maintain the security features described below, investigate incidents detected, undertake corrective action, and report to Bank, as appropriate
19. Deploy and update commercial anti-malware tools, investigate incidents, and undertake remedial action necessary to restore servers and operating systems to operation.
20. Shall provide a consolidated view of the availability, integrity and consistency of the Web/ App/ DB tiers
21. Bidder should enforce password policies (complex password, change password as per Bank's policies etc.)

22. Shall be contractually subject to all Bank's IT Security standards, policies, and reporting requirements. The bidder shall meet and comply with all the Bank's IT Security Policies and all applicable Bank's standards and guidelines, other regulatory/Government-wide laws and regulations for protection and security of Information Technology.
23. Shall generally and substantially and in good faith follow Bank's guidelines and CERT-In guidance. Where there are no procedural guides, use generally accepted industry best practices for IT security.
24. Information systems must be assessed whenever there is a significant change to the system's security posture
25. Bidder shall conduct regular independent third-party assessments of the CSP's security controls to determine the extent to which security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements and submit the results to the Bank
26. In case CSP has industry standard certifications (assessed by a third-party auditor) that verify compliance against the security requirements of the RFP, SLA the results, relevant reports, certifications may be provided with evidence along with the mapping of the industry standard certification controls against the RFP requirements. However, if there are any requirements that do not fall under the industry standard certifications, the bidder shall get the Third-Party Auditor to assess the conformance to the requirements.
27. Provide an independent Security Assessment/Risk Assessment
28. Bank reserves the right to perform Penetration Test. If the Bank exercises this right, the bidder shall allow the Bank's designated third-party auditors to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of Bank's information. This includes the general support system infrastructure.
29. Identified gaps shall be tracked for mitigation in a Plan of Action document.
30. Bidder is responsible for mitigating all security risks found and continuous monitoring activities. All critical and high-risk vulnerabilities must be mitigated within 7 days, high-risk vulnerabilities must be mitigated within 14 days and all medium risk vulnerabilities must be mitigated within 21 days and all low-risk vulnerabilities must be mitigated within 28 days from the date vulnerabilities are formally identified. The Bank will determine the risk rating of vulnerabilities.
31. Shall provide access to the Bank or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information
32. Technology security program. Bank reserves the right to conduct on-site inspections. Bidder shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the bidder's supervision.
33. Shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans or the services for the Bank to run the vulnerability scan. Scan results (that fall under the scope of the bidder) shall be managed and mitigated in Plans of Action.
34. All documents exclusively produced for the project are the property of the Bank and cannot be reproduced or retained by the bidder. All appropriate project documentation will be given to Bank during and at the end of this contract or at the time of termination of the contract. The bidder shall not release any project information without the written consent of the Bank. Any request for information relating to the Project presented to the bidder must be submitted to the Bank for approval.
35. Bidder shall protect all Bank data, equipment, etc., by treating the information as sensitive. Sensitive but unclassified information, data, and/or equipment will only be disclosed to authorized personnel. The bidder shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum standards. When no longer required, this

information, data, and/or equipment shall be returned to Bank control, destroyed, or held until otherwise directed by the Bank. The bidder shall destroy unneeded items by burning, shredding, or any other method that precludes the reconstruction of the material.

36. Bank has the right to perform manual or automated audits, scans, reviews, or other inspections of the bidder's IT environment being used to provide or facilitate services for the Bank through a Bank's designated third-party auditor. Bidder shall be responsible for the following privacy and security safeguards:
- a. Bidder shall not publish or disclose in any manner, without the Bank's written consent, the details of any safeguards either designed or developed by the bidder under the Agreement or otherwise provided by the Bank.
  - b. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any Bank's data collected and stored by the bidder, the bidder shall afford the Bank's logical and physical access to the CSP's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:
    - i. Authenticated and unauthenticated operating system/network vulnerability scans.
    - ii. Authenticated and unauthenticated web application vulnerability scans.
    - iii. Authenticated and unauthenticated database application vulnerability scans.
37. Automated scans can be performed by Bank's designated third-party auditors, using Bank's specified tools. If the CSP chooses to run its own automated scans or audits, results from these scans may, at the Bank's discretion, be accepted in lieu of Bank's performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Bank. In addition, the results of bidder-conducted scans shall be provided, in full, to the Bank.
38. Submission to regular audits: bidder will extend required support to regular audits conducted by Bank. The purpose of these audits will not only be to ensure conformance with the requirements stated in this RFP, but also to ensure that the implementation is executed in the best of ways to meet the requirements of Bank. These audits may be conducted by Bank or Bank's designated third-party auditors. Bidder will cooperate fully with the auditor. Bank will inform the bidder of the shortcomings if any after the audit is completed; and the Bidder will respond appropriately and address the identified gaps.

### **Management Reporting Requirements**

Deliverables listed below should be accessible via online interface not later than 10 days after the end of the calendar month and available for up to one year after creation. The information shall be available in format approved by Bank. The bidder shall monitor and maintain the stated service levels as agreed in the Service Level Agreement between the Bank and the bidder.

1. Service Level Management
  - a. Service Level Management Reports (as per the service levels agreed in the Service Level Agreement between the Bank and the bidder)
  - b. Text description of major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month
2. Network and Security Administration (including security breaches with classification, action taken by the CSP and status) related reports
3. Help Desk / Trouble Tickets raised by the Bank
  - a. Number of Help Desk/customer service requests received.
  - b. Number of Trouble Tickets Opened



- c. Number of trouble tickets closed
  - d. Average mean time to respond to Trouble Tickets (time between trouble ticket opened and the first contact with customer)
  - e. Average mean time to resolve trouble ticket
4. Monthly utilization (including peak and non-peak volumetric details) of the Service Offerings for the Bank
5. Centralized Monitoring & Management and Reporting with:
  - a. Alerts on event threshold and policy-based actions upon deviations.
  - b. Internet & Intranet Data Transfer
  - c. Virtual Instances (CPU, Memory, Storage and Network Port) configuration and utilization
  - d. Storage Volume (Read/Write and IOPS)
  - e. Load balancer
  - f. Application Services
  - g. Database Monitoring
  - h. Reports on non-conformance and escalation for privileged access by unauthorized roles/ identities
6. Any other reports as deemed required by Bank from time-to-time.

#### **Exit Management and Transition Requirements**

1. Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of the Bank. It is the prime responsibility of bidder to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, Bidder is also responsible for all activities required to train and transfer the knowledge to the Replacement Agency (or Bank) to ensure similar continuity and performance of the Services post expiry of the Agreement.
2. At the end of the contract period or upon termination of contract, bidder is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of Bank.
3. Bidder shall support the Bank in migration of the VMs, data, content and any other assets to the new environment created by the Bank or any Agency (on behalf of the Bank) on alternate service provider's offerings to enable successful deployment and running of the Bank's solution on the new infrastructure. Bidder shall certify the VM, Content and data destruction to the Bank as per stipulations and shall ensure that the data cannot be forensically recovered. Bidder shall have the responsibility to support and assist the Bank till successful deployment and access the services from the new environment.
4. Bidder shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the express approval of the Bank.
5. During the exit/transition management process, it is the responsibility of the bidder to address and rectify the problems with respect to migration of the Bank's application and related IT infrastructure including installation/reinstallation of the system software etc.
6. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with Bank.
1. During the contract period, the bidder shall ensure that all the documentation required by the Bank for smooth transition including configuration, Functional, Technical, SOP, guidelines user manual, architectural documents etc. are kept up to date and all such documentation is handed over to the Bank during the exit management process.

## Managed Services Requirements

### Backup Services

1. The bidder should configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications as per the policy defined by the Bank.
2. The bidder shall be responsible for file system and database backup and restore services. As part of the responsibilities the bidder should:
  - a. Perform and store data and file backups (process of duplicating the customers “to be-backed-up” “Target Data”) consisting of an initial full back up with daily incremental backups for files.
  - b. For the files, perform weekly backups.
  - c. For the databases, perform a weekly full database backup, with daily backup of database transaction log files.
  - d. Cloud platform should provide Encryption of all backup files and data and management of encryption keys as a service shall be enabled for the Bank.
  - e. Monitor and manage backup activity.
  - f. Restore the requested data from backup within a two-hour timeframe.
  - g. Perform administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.
  - h. Provide and install additional infrastructure capacity for backup and restore, as required.
  - i. Perform backup on the next scheduled backup window in case of any scheduling conflicts between backup and patch management.
  - j. Production data shall be replicated to the database copy maintained at Bank’s data center and provision for daily sync should be ensured by the bidder.

**LIST OF COUNTRIES – SBI FOREIGN OFFICES**

| SI No. | Country      |
|--------|--------------|
| 1      | USA          |
| 2      | Canada       |
| 3      | Germany      |
| 4      | Belgium      |
| 5      | UK           |
| 6      | South Africa |
| 7      | Mauritius    |
| 8      | Sri Lanka    |
| 9      | Bangladesh   |
| 10     | Nepal        |
| 11     | China        |
| 12     | Japan        |
| 13     | Maldives     |
| 14     | Oman         |
| 15     | Singapore    |
| 16     | Bahrain      |
| 17     | Qatar        |
| 18     | Australia    |
| 19     | Indonesia    |
| 20     | Hongkong     |
| 21     | UAE          |

## Appendix- T

**TECHNICAL EVALUATION METRICS**

(Minimum marks for getting shortlisted for commercial bid opening: 75%)

| SI. No   | Parameters                                                                                                                   | Documents to be submitted                                                                                                                                                    | Criteria                            | Marks | Max Marks |
|----------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------|-----------|
| <b>1</b> | <b>Bidder Experience</b>                                                                                                     |                                                                                                                                                                              |                                     |       |           |
| 1.1      | Length of time providing LMS services                                                                                        | <i>Bidder should specifically confirm through a self-declaration on their letterhead and provide the purchase order of the first LMS contract that they have signed</i>      | 10 or more years                    | 10    | 10        |
|          |                                                                                                                              |                                                                                                                                                                              | 6 to less than 10 years             | 5     |           |
|          |                                                                                                                              |                                                                                                                                                                              | 5 to less than 6 years              | 3     |           |
| 1.2      | Experience in providing LMS to public/private listed companies in India during the last 5 FY as on 31.03.2023                | <i>Bidder should specifically confirm on their letterhead in this regard as per Appendix-N with a copy of the work order and / or Certificate of completion of the work.</i> | 8 or more projects executed         | 10    | 10        |
|          |                                                                                                                              |                                                                                                                                                                              | 4 to 7 projects executed            | 5     |           |
|          |                                                                                                                              |                                                                                                                                                                              | 2 to 3 projects executed            | 3     |           |
| 1.3      | Experience in providing LMS for companies (public/private) in the BFSI sector in India during the last 5 FY as on 31.03.2023 | <i>Bidder should specifically confirm on their letterhead in this regard as per Appendix-N with a copy of the work order and / or Certificate of completion of the work.</i> | 6 or more projects executed         | 10    | 10        |
|          |                                                                                                                              |                                                                                                                                                                              | 4 to 5 projects executed            | 5     |           |
|          |                                                                                                                              |                                                                                                                                                                              | 2 to 3 projects executed            | 3     |           |
| 1.4      | Executed at least one project (in a single contract) on providing LMS to                                                     | <i>Bidder should specifically confirm on their letterhead in this regard as per</i>                                                                                          | User base of 50000 or more learners | 10    | 10        |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                        |   |    |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|---|----|
|     | public limited or private limited company in India with a pre-defined user base during the last 5 FY as on 31.03.2023                                                                                                                                                                                                                                                                                                                      | <i>Appendix-N with a copy of the work order and / or Certificate of completion of the work. Please provide requisite proof for substantiating the userbase served</i>                                                                                                                                                                                                                                                                                                              | User base of 20000 or more to less than 50000 learners | 5 |    |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | User base of 15000 to less than 20000 learners         | 3 |    |
| 2   | <b>Approach and Implementation</b>                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                        |   |    |
| 2.1 | Availability of features as per requirements provided in Appendix-C Table A of the RFP.<br><br>The scoring criteria is provided in Appendix C                                                                                                                                                                                                                                                                                              | <i>The bidder must furnish screenshots to confirm the availability of the specified requirement. Please ensure that the numbering of the screenshots matches the requirement number outlined in Table A of Appendix C in the RFP.</i>                                                                                                                                                                                                                                              | -                                                      | - | 30 |
| 2.2 | Technical Presentation and Platform Demo:<br><br>Eligible bidders will be provided with a template for the technical presentation and are required to adhere to the format.<br><br>Furthermore, eligible bidders will receive a use case for the platform demo. Evaluation criteria for the demo will be based on the quality of the user interface (UI) and user experience (UX) of the learning platform, as well as the extent to which | <i>Bidders are required to submit the following as part of the technical bid response document:</i><br><br>- <i>Understanding of SBI's business context and needs</i><br><br>- <i>Approach and methodology for project implementation</i><br><br>- <i>Approach for knowledge transfer to SBI Admin</i><br><br>- <i>Outline of work-plan with activities, key milestones and time frame for completion of different activities.</i><br><br>- <i>Approach and best practices for</i> | -                                                      | - | 30 |

|  |                                       |                                                                                                                                            |  |  |            |
|--|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--|--|------------|
|  | the features meet SBI's requirements. | <i>managing risk and contingency plan for implementation of the project in the given timeframe</i><br><br><i>- Product roadmap details</i> |  |  |            |
|  | <b>Total Marks</b>                    |                                                                                                                                            |  |  | <b>100</b> |

**Note:**

Scores on parameters 1.1 to 1.4 will be normalized for start-ups. Start-ups will be allocated a percentage of score corresponding to the cumulative score attained on points 2.1 and 2.2 for the aforementioned parameters. Therefore, while technical evaluation, parameter mentioned under 1.1 to 1.4 does not in any manner be quantified for evaluating the score of the startup to compete with the other non startup bidders duly providing the relaxation of prior turnover and prior experience in accordance with Startup policy of GOI.

**TEAM REQUIREMENTS & PROFILE FORMAT**

**TEAM REQUIREMENTS**

The bidder is required to depute the following resources and share their profile details and roles and responsibilities in the format provided.

Additionally, please provide a team structure (organogram) and the number of resources that the bidder shall provide.

| Role                        | Responsibilities (indicative; non exhaustive)                                                                                                                                                                                                                                                                                                                                                                                                                                   | Availability during implementation phase | On-site requirement | Hypercare   | On-site requirement during Hypercare            |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------|-------------|-------------------------------------------------|
| Client Relationship Manager | <ul style="list-style-type: none"> <li>Leads the overall project delivery, providing day-to day leadership and collaborating with the project teams</li> <li>Responsible for maintaining regular client communication</li> <li>Addresses any concerns or issues regarding their experience with the product</li> <li>Facilitates decision making and ensures successful delivery of the project</li> <li>Ensures timely deliverables while meeting quality standards</li> </ul> | As required                              | As required         | As required | As required till the end of the contract period |
| Project Manager (PMO)       | <ul style="list-style-type: none"> <li>Tracks key milestones and ensures adherence to the committed timelines</li> <li>Provide status updates to the client team on a weekly/monthly/quarterly basis</li> <li>Highlights potential risks and works with the implementation team to identify mitigation mechanisms</li> <li>Oversee post-implementation team</li> </ul>                                                                                                          | Full time                                | Full time           | Full time   | Full time till the end of the contract period   |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |             |             |             |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|-------------|-------------|
|                             | and coordinate with them for application monitoring, infrastructure and security monitoring, and other support as needed by the bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |             |             |             |
| Functional Lead             | <ul style="list-style-type: none"> <li>Understands client requirements across functions and ensures that the learning platform aligns with all the requirements</li> <li>Provides sign-off on the functional specifications</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Full time | As required | -           | -           |
| Technical/ Integration Lead | <ul style="list-style-type: none"> <li>Provides expertise on technical aspects like integrations, SSO, etc.</li> <li>Provides sign-off on the technical specifications including integrations</li> <li>Ensures that the learning platform architecture aligns with organizational demands, scalability requirements, concurrency requirements, etc. to safeguard optimal system performance</li> <li>Addresses any integration challenges and ensures the accuracy of data flows</li> <li>Leads the technical team responsible for platform configurations</li> <li>Works with the training team to develop material and provide technical training for end-users and administrators</li> <li>Monitors system performance and provides expertise for addressing any issues that may arise in the post-implementation phase.</li> </ul> | Full time | As required | Full time   | As required |
| Solution Architect          | <ul style="list-style-type: none"> <li>Ensure that design decisions (functional and technical – integrations) are in line</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Full time | As required | As required | As required |



|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |             |             |             |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|-------------|-------------|
|                                | <ul style="list-style-type: none"> <li>with SBI's requirements</li> <li>Oversees implementation to ensure business challenges are being resolved</li> <li>Guides the development team as required to successfully deliver the project</li> </ul>                                                                                                                                                                                                                                                                                                            |           |             |             |             |
| Data Migration Specialist/Lead | <ul style="list-style-type: none"> <li>Defines the data migration strategy – scope, requirements, objectives – through analysis of the existing data structures</li> <li>Manages the migration of data from existing systems to the LMS</li> <li>Oversees data rationalization, data extraction and data transformation activities</li> <li>Performs validation activities once data is loaded in the LMS and rectifies data quality issues</li> <li>Supports during the post-migration phase to address any data-related issues that may arise.</li> </ul> | Full time | As required | Full time   | As required |
| Testing Lead                   | <ul style="list-style-type: none"> <li>Oversees all the testing activities and guides the testing team</li> <li>Understands the project requirements and creates the testing scenarios</li> <li>Leads the testing cycles including but not limited to managing logistics, setting up of test environment, assignment and execution of testing scenarios</li> <li>Provides reports from the various testing phases such as system integration testing, UAT etc.</li> </ul>                                                                                   | Full time | As required | As required | As required |

|                              |                                                                                                                                                                                                                                                                                                                                                                                        |           |             |             |             |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|-------------|-------------|
|                              | <ul style="list-style-type: none"> <li>Works with the development team to prioritize and resolve defects</li> </ul>                                                                                                                                                                                                                                                                    |           |             |             |             |
| QA Lead                      | <ul style="list-style-type: none"> <li>Responsible for quality assurance process beyond testing phase</li> <li>Establishes quality standards and processes</li> <li>Ensure adherence to development standards, risk management, process improvement</li> <li>Ensure that the learning platform complies with industry standards, regulations,</li> </ul>                               | Full time | As required | Full time   | As required |
| Training Lead                | <ul style="list-style-type: none"> <li>Creates and leads the training development effort</li> <li>Outlines the training strategy and creates the training plan</li> <li>Coordinates training delivery across identified stakeholders</li> </ul>                                                                                                                                        | Full time | As required | As required | As required |
| Analytics and Reporting Lead | <ul style="list-style-type: none"> <li>Collaborates with the client to understand analytics and reporting requirements</li> <li>Develops and implements analytics and reporting strategy for the LMS in line with the client stakeholder requirements</li> <li>Ensures configuration of customized reports</li> <li>Ensures reliability of information presented in reports</li> </ul> | Full time | As required | Full time   | As required |
| Security Advisor             | <ul style="list-style-type: none"> <li>Ensures that the learning platform complies with industry standards, regulations, and security protocols</li> <li>Enhances security measures to identify potential weaknesses in the system and address the same</li> <li>Collaborates with stakeholders to understand security requirements and</li> </ul>                                     | Part time | As required | As required | As required |

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |                          |           |                                                                     |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------|-----------|---------------------------------------------------------------------|
|                                                   | <ul style="list-style-type: none"> <li>implements measures to secure sensitive data</li> <li>Ensures compliance with industry best practices and leading security standards</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                         |                             |                          |           |                                                                     |
| Extended Team (multiple team members as required) | <ul style="list-style-type: none"> <li>Supports the leads (technical lead/functional lead/data migration lead/testing lead etc.) on respective activities</li> <li>Ensure at least one team member is mapped to each team lead</li> </ul>                                                                                                                                                                                                                                                                                                                                                      | Full time                   | Full time                | Full time | Full time                                                           |
| Post implementation L1 team                       | <ul style="list-style-type: none"> <li>Manage simple “How to” issues that can be resolved without having to perform root cause analysis</li> <li>Addressing basic user queries including but not limited to login, password reset, access, application navigation, usage of platform, etc.</li> <li>Resolve simple commonly occurring issues for users and other platform user profiles (Admin, Faculty, content creator, etc)</li> </ul>                                                                                                                                                      | Part time only during pilot | Onsite only during pilot | Full time | Full time during hyper care and 2 additional months post hyper care |
| Post implementation L2 team                       | <ul style="list-style-type: none"> <li>Any issues that cannot be resolved by the L1 team</li> <li>Includes troubleshooting for issues escalated by the level 1 support team                             <ul style="list-style-type: none"> <li>Analyzing error messages and system logs</li> <li>Resolving issues related to learning content, assisting with troubleshooting for multimedia and interactive elements for all types of users</li> <li>Addressing issues related to third-party integrations</li> <li>Troubleshooting data exchange, learner master data</li> </ul> </li> </ul> | Part time only during pilot | Onsite only during pilot | Full time | Full time till the end of the contract period                       |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                 |                  |                                                      |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|------------------|------------------------------------------------------|
|                                    | <p>issues within internal systems</p> <ul style="list-style-type: none"> <li>○ Addressing errors with viewing and downloading reports</li> <li>• The L2 team will be responsible for examining quarterly system releases and evaluating their impact on the platform.</li> <li>• The L2 team in collaboration with the L3 team shall be responsible for coordinating with the STU team at SBI to decide whether to incorporate or exclude the newly released features.</li> <li>• If the decision is made to incorporate the releases or new features into the platform, the L2 team (with L3 as required) shall be responsible for rolling out the features and making necessary modifications to the platform</li> <li>• L2 team will take on the responsibility of training the SBI L1 team on the new releases/ features.</li> </ul> |                                    |                                 |                  |                                                      |
| <p>Post implementation L3 team</p> | <ul style="list-style-type: none"> <li>• Any issues that cannot be resolved by the L2 team</li> <li>• Should possess expertise in technology platforms to resolve the issue</li> <li>• Includes resolving issues escalated from Level 2 <ul style="list-style-type: none"> <li>○ SSO failure</li> <li>○ Hardware, Server, Storage and network issues</li> <li>○ Integration issues</li> </ul> </li> <li>• L3 team will also be accountable for</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                | <p>Part time only during pilot</p> | <p>Onsite only during pilot</p> | <p>Full time</p> | <p>Full time till the end of the contract period</p> |

|  |                                 |  |  |  |  |
|--|---------------------------------|--|--|--|--|
|  | managing minor workflow changes |  |  |  |  |
|--|---------------------------------|--|--|--|--|

Note:

- The team provided by the bidder should have preferably worked on similar engagements for BFSI sector and / or other large scale deployments spanning multiple geographies and for more than 5000 users
- The bidder will be required to provide L1 support during hyper care and additional 2 months post hyper care. Beyond this timeframe, L1 support will be managed by the SBI admin team.
- The bidder must provide a final escalation point beyond the team outlined above. Additionally, the bidder is required to provide an escalation matrix during the time of contracting.

**PROFILE FORMAT**

|                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name:                                                                                                                                                                           |
| Designation/Role on this project:                                                                                                                                               |
| Areas of Expertise:                                                                                                                                                             |
| Total Years of Experience:                                                                                                                                                      |
| Nationality:                                                                                                                                                                    |
| Qualifications:                                                                                                                                                                 |
| Key responsibilities on this project:                                                                                                                                           |
| Prior work undertaken that best illustrates capability to handle the tasks assigned under this RFP                                                                              |
| Client #1                                                                                                                                                                       |
| Client Name:<br>Overview of the project:<br>Year:<br>Duration:<br>No. of user to which LMS was deployed:<br>List countries where LMS was deployed:<br>Key Activities Performed: |
| Client #2                                                                                                                                                                       |
| Client Name:<br>Overview of the project:<br>Year:<br>Duration:<br>No. of user to which LMS was deployed:<br>List countries where LMS was deployed:<br>Key Activities Performed: |

**LIST OF BIDDER RESOURCES**

**Implementation Team**

| <b>Role</b>                                                                                                                                                           | <b>Min resources required</b> | <b>No. of resources</b><br><i>(Bidder can recommend the number basis RFP requirement)</i> |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------|------------------|
| Client Relationship Manager                                                                                                                                           | 1                             | N.A                                                                                       |                  |
| Project Lead (PMO)                                                                                                                                                    | 1                             | N.A                                                                                       |                  |
| Functional Lead                                                                                                                                                       | 1                             | N.A                                                                                       |                  |
| Technical/ Integration Lead                                                                                                                                           | 1                             | N.A                                                                                       |                  |
| Solution Architect                                                                                                                                                    | 1                             | N.A                                                                                       |                  |
| Data Migration Specialist/ Lead                                                                                                                                       | 1                             | N.A                                                                                       |                  |
| Testing Lead                                                                                                                                                          | 1                             | N.A                                                                                       |                  |
| QA Lead                                                                                                                                                               | 1                             | N.A                                                                                       |                  |
| Training Lead                                                                                                                                                         | 1                             | N.A                                                                                       |                  |
| Analytics and reporting Lead                                                                                                                                          | 1                             | N.A                                                                                       |                  |
| Security Advisor                                                                                                                                                      | 1                             | N.A.                                                                                      |                  |
| <b>Extended Team</b><br><i>Note: Please mention the role and the number of resources that will be provided. Add more rows as required to provide this information</i> | 7                             | Role name                                                                                 | No. of resources |
|                                                                                                                                                                       |                               |                                                                                           |                  |
|                                                                                                                                                                       |                               |                                                                                           |                  |
|                                                                                                                                                                       |                               |                                                                                           |                  |
|                                                                                                                                                                       |                               |                                                                                           |                  |
|                                                                                                                                                                       |                               |                                                                                           |                  |
|                                                                                                                                                                       |                               |                                                                                           |                  |

**Post-Implementation Team**

| <b>Role</b> | <b>Min resources required</b> | <b>No. of resources</b><br><i>(Bidder can recommend the number basis RFP requirement)</i> |
|-------------|-------------------------------|-------------------------------------------------------------------------------------------|
| L1 team     | 5                             |                                                                                           |
| L2 team     | 4                             |                                                                                           |

|         |   |  |
|---------|---|--|
| L3 team | 4 |  |
|---------|---|--|

Note:

- The Bank may at its discretion request for increasing or decreasing the number of resources deployed



**Post Implementation Incident SLA**

This section sets forth the conditions under which the bidder will be required to provide post implementation incident management support. The table below outlines the minimum standards required from the bidder.

| Severity Level | Description                                                                                                                                                                                                                                                                                                                                                                                                                            | First Response Time | Resolution Time   | Target |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|--------|
| P1 – Critical  | Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue business operations.<br><i>E.g. – Widespread log-in issues, system outages impacting the majority of users, security breaches or vulnerabilities</i>   | 30 minutes          | 6 business hours  | 90%    |
| P2 – High      | Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available.<br><i>E.g. - Intermittent access issues and major functionality errors such as course content loading, inability to submit assignments or quizzes</i>            | 1 business hour     | 12 business hours | 90%    |
| P3 – Medium    | Moderately impacts users' ability to use the platform/app and hinders certain non-business critical operations. It affects a small number of users (<10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort.<br><i>E.g. - Course content display issues, user data accuracy issues, incompatibility with browser or mobile updates for specific user group</i> | 2 business hours    | 2 business days   | 90%    |
| P4 – Low       | Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly affect the user's productivity. A workaround is easily available.<br><i>E.g. Cosmetic issues such as layout changes, font size, etc., feature enhancement requests, course content alignment</i>                                               | 4 business hours    | 8 business days   | 90%    |

**List of Standard Integrations**

Bidders are required to share a list of standard integrations currently included in the product using the table shared below. Standard integrations will be considered as part of the offering and should be provided by the bidder at no additional cost.

| <b>Integrations included in the existing product</b> |
|------------------------------------------------------|
| 1.                                                   |
| 2.                                                   |
| 3.                                                   |
| 4.                                                   |
| 5.                                                   |
| 6. <i>Please add more rows as required</i>           |

**Data Processing Agreement**

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

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

**And**

(ii) M/s. \_\_\_\_\_ ("Data Processor")

WHEREAS:

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

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

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

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

IT IS AGREED AS FOLLOWS:

**1. Definitions and Interpretation:**

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

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

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

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

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

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

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

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

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

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

1.1.10 "EEA" means the European Economic Area.

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

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

1.1.13 "Data Transfer" means:

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

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

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

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

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

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

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

## **2. Processing of Personal Data:**

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

2.2 Processor shall:

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

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

## **3. PROCESSOR OBLIGATIONS:**

### **3.1 Processor Personnel:**

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

ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

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

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

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

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

### **3.2 Security:**

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

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

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

### **3.3 Sub-Processing:**

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub-Processors without prior written authorisation from State Bank of India.

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.

3.4.1 Taking 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 10 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 10 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:**

5.3.1 This 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**

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

**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 implementation, 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                                                    |                                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                             | Compliance (Yes / No)   | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------------------------------------------|
|       | h. Physical Security                                                                                                                                                                                   |                         |                                                                         |
|       | i. Internal security assessment processes                                                                                                                                                              |                         |                                                                         |
| 3     | Whether a proper documented Change Management process has been instituted by the Processor?                                                                                                            |                         |                                                                         |
| 4     | Whether the Processor has a documented policy and process of Incident management /response?                                                                                                            |                         |                                                                         |
| 5     | Whether the Processor's environment is suitably protected from external threats by way of:                                                                                                             | a. Firewall             |                                                                         |
|       |                                                                                                                                                                                                        | b. WAF                  |                                                                         |
|       |                                                                                                                                                                                                        | c. IDS/IPS              |                                                                         |
|       |                                                                                                                                                                                                        | d. AD                   |                                                                         |
|       |                                                                                                                                                                                                        | e. AV                   |                                                                         |
|       |                                                                                                                                                                                                        | f. NAC                  |                                                                         |
|       |                                                                                                                                                                                                        | g. DLP                  |                                                                         |
|       |                                                                                                                                                                                                        | h. Any other technology |                                                                         |
| 6     | Whether rules are implemented on Firewalls of the Processor environment as per an approved process?                                                                                                    |                         |                                                                         |
| 7     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?                                                                                        |                         |                                                                         |
| 8     | Whether proper log generation, storage, management and analysis happens for the Processor application?                                                                                                 |                         |                                                                         |
| 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 secure deployed                                                                                                                                                                  | a. Production           |                                                                         |
|       |                                                                                                                                                                                                        | b. Disaster recovery    |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                       | Compliance (Yes / No)        | If under implementation, give date by which implementation will be done |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------|
|       | environments for their applications for:                                                                                                                                         | c. Testing environments      |                                                                         |
| 15    | Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                      | a. Web                       |                                                                         |
|       |                                                                                                                                                                                  | b. App                       |                                                                         |
|       |                                                                                                                                                                                  | c. DB                        |                                                                         |
|       |                                                                                                                                                                                  | d. Critical applications     |                                                                         |
|       |                                                                                                                                                                                  | e. Non-Critical applications |                                                                         |
|       |                                                                                                                                                                                  | f. UAT                       |                                                                         |
| 16    | Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?                                                                    |                              |                                                                         |
| 17    | Whether Internet access is permitted on:                                                                                                                                         | a. Internal servers          |                                                                         |
|       |                                                                                                                                                                                  | b. Database servers          |                                                                         |
|       |                                                                                                                                                                                  | c. Any other servers         |                                                                         |
| 18    | Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations? |                              |                                                                         |
| 19    | Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?                                                               |                              |                                                                         |
| 20    | Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?                                                      |                              |                                                                         |
| 21    | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                                                         |                              |                                                                         |
| 22    | Whether the Processor has deployed any open source or free software in their environment?                                                                                        |                              |                                                                         |
|       | If yes, whether security review has been done for such software?                                                                                                                 |                              |                                                                         |
| 23    | Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?                                                                                            |                              |                                                                         |
| 24    | Whether the data shared with the Processor is of sensitive nature?                                                                                                               |                              |                                                                         |
| 25    | Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?                                                                      |                              |                                                                         |
| 26    | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)                                                        |                              |                                                                         |
| 27    | Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?                                                        |                              |                                                                         |
| 28    | Whether the Processor is required to store the data owned by State Bank?                                                                                                         |                              |                                                                         |
| 29    | Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?                                      |                              |                                                                         |
| 30    | Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?                                                                                  |                              |                                                                         |
| 31    | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?                                                                |                              |                                                                         |
| 32    | Whether the Processor is required to share SBI specific data to any other party for any purpose?                                                                                 |                              |                                                                         |

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

## CYBER SECURITY

### **1.1 Secure Design:**

- a. Develop, implement, maintain and use best in class industry proven security controls that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. Follow industry standards such as OWASP, SANS, NIST frameworks during design and development phase.
- b. The platform should support strong authentication controls like multifactor authentication
- c. The platform should have strong authorization controls. Solution to have controls for prevention against unauthorized data access and distribution. User and admin access control management to be provided as part of solution. Access control to be based on least access privilege principle. The Bank or team assigned by the Bank will be reviewing all access controls mechanism defined.
- d. The solution should be capable of integrating with the existing single sign on facility of the Bank.
- e. While developing the interfaces, the Bidder must ensure and incorporate all necessary security and control features within the application, OS, database, network etc., as per OWASP, SANS standards so as to maintain confidentiality, integrity and availability of the data.
- f. Wherever applicable, the solution to have strong file level validation controls for size, type and content. There should be preventive control against malware. Files should be scanned for any malicious content in a controlled sandbox environment.
- g. The file store locations need to be secured. Strong cryptographic controls to be supported. Such controls should be compliant as per Industry standards such as FIPS-140, level 2 or higher. The encryption should support for data while in transit or rest. All encryption keys should be stored in secured location (such as HSM) with limited access as per NIST framework.

### **1.2 Secure Development:**

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

### **1.3 Secure Deployment:**

- a. The solution for sandbox type environment should be isolated from production environment where data originating from external source could be processed & validated for any malicious content/code before being sent to internal system.
- b. All the hardware or required components should be shipped directly from OEM to the Bank's premises.
- c. Bidder should enforce process and policies such that only authorized users should have access to the source code.
- d. Test data shall be selected carefully and protected and controlled.
- e. The source code should be maintained in version-controlled environment that provides for logging and audit of all activities performed on source code.
- f. Development, test, staging and production environment must be physically and logically separated from one another as far as possible.
- g. The solution should ensure there should be no data leakages by implementation of distributed programming frameworks. The solution should secure data storage and logs. Auditing should be enabled to track each activity.

- h. All the underlying infrastructure components such as OS, servers (web, application, and database) or any product should be hardened on each environment before being made functional.
- i. Logging should be defined properly so that in the eventuality of the application being targeted or even compromised it is important for the organization to be able to carry out forensics of the attack as part of its incidence response framework.
- j. Bidder should provide the support for integration of the application with Web Application Firewall (WAF) and provide the requisite details to WAF Team for implementation of the same.
- k. Bidder should provide the support for integration of the application with Intrusion Prevention System (IPS) and the requisite details to IPS Team for implementation of the same.
- l. The bidder should provide support for integration with SIEM (Security Information and Event Management), DAM (Database Activity Monitoring), and other available tools.

#### 1.4 Security Assessment

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

#### 1.5 BCP – DR

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

#### 1.6 Secure use of Open Source:

- a. The Implementation of open-source technologies should be taken up in compliance with Information Security (IS) policy of the Bank.
- b. The bidder to provide full support in implementation and maintenance for the open-source technologies in terms of upgradation, patching etc.
- c. The bidder should provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code should undergo SAST.
- d. Developer shall disclose all binary executables (i.e. compiled or byte code; source code is not required) of the software, including all libraries or components.
- e. Developer shall disclose the origin of all software and hardware components used in the product including any open source or 3rd party licensed components.

#### 1.7 Security Compliance to Policies and Process:

- a. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems. Bidder will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by the Bank.
- b. The Bank will have the right to audit the bidder's people, processes, technology etc. as part of Vendor security risk assessment process.

- c. Solution should also be compliant to Indian Information Technology Act, 2000 (along-with amendments as per Information Technology (Amendment) Act, 2008) and any applicable data privacy & protection Act.
- d. The system should be fully compliant with ISO27001 controls.
- e. All personnel who will be part of this engagement should agree to the terms and condition of NDA and sign in with the Bank .

#### **1.8 Security for Support & Maintenance**

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