



**REQUEST FOR EMPANELMENT (RFE)
OF
STARTUPS, FINTECHS, AND DIGITAL CAPABILITY
PARTNERS (DCPs)
FOR
DEVELOPMENT, CUSTOMIZATION, AND
INTEGRATION OF DIGITAL SOLUTIONS**

Ref: SBI/CC/DB&T/DB&T-CONSUMER/TI&SP/RFE/2024-25/05

Date: 24/01/2025

Name and Address of the Principal Office:

Deputy General Manager (T, I, & Spl. Projects),
Digital Banking & Transformation - Consumer,
State Bank of India, Corporate Centre,
Plot No. D-41/1, 2nd Floor,
TTC Industrial Area, MIDC Turbhe,
Navi Mumbai-400705

Schedule of Events

Sl. No.	Particulars	Remarks
1	Contact details of issuing department	Deputy General Manager (T.I and Special Projects) Digital Banking & Transformation - Consumer State Bank of India, Corporate Centre, Plot No. D-41/1, 2nd Floor, TTC Industrial Area, MIDC Turbhe, Navi Mumbai. Pin code: 400705 Phone: 022-39545809
2	RFE Document Availability including changes/amendments if any to be issued	This is an open RFE and will be published both online/ Print on: e-tendering website - https://etender.sbi/SBI/ Bank website - https://bank.sbi Newspaper Publication
3a	Last date for requesting clarification	Any clarification/queries pertaining to RFE process beyond 07th February 2025, 17:00 PM will not be entertained on e-tender portal. (https://etender.sbi/SBI/) All communications regarding points / queries requiring clarifications shall be submitted on https://etender.sbi portal only
3b	Clarifications & Amendments	If deemed necessary, the Bank may seek clarifications on any aspect from bidders. However, that would not entitle the bidder to Change or cause any change in the substances of the bid already submitted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
5	Last date and time for Bid submission	Up to 05:00 PM (time) on 28th February 2025 (date)
6	Address for submission of Bids and contact details for vendor support	Address for submission of Bids - https://etender.sbi/SBI/ For registration at e-tender website, please send email to: etender.support@sbi.co.in



Sr. No	Name	Mobile No.	Email ID
1	Roshni Kushva	9510813197	roshni.k@eptl.in
2	Nandan Valera	9081000427	nandan.v@eptl.in

7	Bidder Contact Details	Bidder to provide following information: <ol style="list-style-type: none">1. Name of the Company2. Contact Person3. Mailing address with Pin Code4. Telephone number and Fax Number5. Mobile Number6. e-mail ID
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1. 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, etc.) of State Bank of India, branches/other offices, available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Empanelment (RFE) has been issued by **the Bank** on behalf of **SBG** for empanelment of Startups, Fintechs & Digital Capability Partners (DCP).
- ii. In order to meet the Software Solution/ service requirements, the Bank proposes to invite online Bids from the eligible Bidders for empanelment as per details/scope of work mentioned in **Appendix-F** of this RFE document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-C** of this RFE and willing to provide the Software Solution/ service as required in this RFE and subsequent Request for Quote (RFQ) to be floated by the Bank. The interested Bidders who agree to all the terms and conditions contained in this RFE may submit their Bids with the information desired in this RFE. Consortium bidding is not permitted under this RFE.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFE.
- v. The purpose of SBI behind this RFE is to seek a detailed technical proposal for empanelment of bidders for the Software Solution/ service desired in this RFE. The proposed Software Solution/ Services must have the capabilities to integrate with Bank's existing infrastructure seamlessly, as and when the Bank desires to avail these services under RFQs.
- vi. This RFE 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 RFE 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 proposal in response to this RFE. The criteria and the actual process of evaluation of the responses to this RFE and subsequent empanelment of the successful Bidder(s) will be entirely at Bank's discretion. This RFE 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 RFE.

viii. The RFE document shall be in two parts viz. Eligibility Evaluation & Category Specific Technical Evaluation.

ix. A bidder may apply in more than one category provided they fulfill respective eligibility criteria. If applying for more than one category, separate Category Specific Technical Evaluation Form should be submitted for each applied category.

2. DISCLAIMER:

- i. The information contained in this RFE, 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 RFE.
- ii. This RFE is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFE is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFE 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 RFE 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 RFE.
- 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 RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE 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 RFE.

- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFE. Failure to furnish all information required under this RFE or to submit a Bid not substantially responsive to this RFE in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFE does not imply that the Bank is bound to select a Bidder or to empanel 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 RFE.
- viii. Bank reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFE and/or the bidding process at any stage of the process of bidding/ RFE, without assigning any reasons whatsoever. Such change will be published on e-tender website (<https://etender.sbi/SBI/>) and it will become part and parcel of RFE.
- ix. Bank reserves the right to reject any or all the RFEs received in response to this RFE document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Bank shall be final, conclusive, and binding on all the parties directly or indirectly connected with the bidding process.

3. DEFINITIONS:

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

- i. **“The Bank/ Bank/ SBI”** ‘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 RFE.
- iii. **“Bid”** means the written reply or submission of response online to this RFE.
- iv. **“RFE”** means Request for Empanelment published by State Bank of India for Empanelment of Fintechs companies.
- v. **“Bidder/ Vendor”** is the successful Bidder found eligible as per eligibility criteria set out in this RFE, whose Bid has been accepted and who has emerged as successful for empanelment.
- vi. **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 RFE 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 Bidder covered under the RFE.

4. Eligibility Criteria

Note: The detailed Eligibility Criteria is attached as an **Appendix C**

1. Eligibility criteria for Indian Start-ups

- a. The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, GOI has issued G.S.R. 127 (E) notification dated the 19th February 2019, in supersession of the Gazette Notification No. G.S.R. 364 (E) dated 11th April 2018, as modified vide Gazette Notification No. G.S.R. 34 (E) dated 16th Jan 2019, which states that an entity should be considered a Start-up if it fulfils all of the following conditions. An entity shall be considered as a Start-up:
 - i. Up to a period of ten years from the date of incorporation / registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.
 - ii. Turnover of the entity for any of the financial years since incorporation / registration has not exceeded one hundred crore rupees.
 - iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

An entity shall cease to be a Start-up on completion of ten years from the date of its incorporation / registration or if its turnover for any previous year exceeds one hundred crore rupees.

- b. Those entities which have obtained Certificate of Recognition as Start-up based on the G.S.R Notification 127(E) dated 19.02.2019 from the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, GOI shall be considered for engagement.
- c. Any changes/ modifications/ amendments with respect to definition of Start-ups issued by DPIIT through their notifications in the future will also be applicable to the Bank's definition of Start-ups accordingly.
- d. Additional guidelines for recognition of Start-ups dated as per Government of India notification dated 05.07.2021 are as under:
 - i. **Merger/ Demerger/ Acquisition/ Amalgamation/ Absorption:**
Resultant entity or entities formed due to merger demerger/ acquisition/ amalgamation/ absorption/will not be recognized as Startup.

However, merger or amalgamation under section 233 of the Companies Act, 2013 between any of the following class of companies will be allowed subject to fulfilment of norms of DPIIT Notification by the resultant company:

- (a) Two or more start-up companies; or
- (b) One or more start-up company with one or more small company

Where “small company” means a company, other than a public company,

- Paid-up share capital of which does not exceed fifty lakh rupees or such higher amount as may be prescribed which shall not be more than five crore rupees; or
- Turnover of which as per its last profit and loss account does not exceed two crore rupees or such higher amount as may be prescribed which shall not be more than twenty crore rupees:

For two or more merged start-up companies:

- The date of incorporation / registration of the oldest company will be considered for calculation of the age of the company and the age of the company to not exceed ten years from the date of incorporation / registration
- Summation of the turnover of the merged companies for all the operational years to not exceed one hundred crore rupees in any of the operational years

- ii. **Compromise/ Arrangement:** Entities formed due to compromise/ arrangement as provided under the Companies Act, 2013 will not be recognized as Startup.
- iii. **Conversion:** Conversion of an entity from one form to another shall not be a bar for availing recognition subject to the fulfilment of condition provided in sub-section (3) of section 80-IAC of the Income- tax Act, 1961.
The date of incorporation / registration of the original entity will be considered for calculation of the age of the entity and the age of the entity to not exceed ten years from the date of incorporation / registration
- iv. **Holding including foreign holding, Subsidiary including foreign subsidiary, Joint Ventures, entities incorporated outside territory Indian Territory:**
 - Holding/Subsidiary Companies will not be permitted for recognition. Any startup becoming holding/subsidiary of any company after recognition will be derecognized.
 - Any entity formed by Joint Venture will not be recognized. Any Startup entering any Joint Venture will be derecognized.
 - Entities incorporated outside India will be ineligible for recognition

- Shareholding by Indian promoters in the startup should be at least 51%, as per Companies Act, 2013 and SEBI (ICDR) Regulations, 2018.
 - v. **Name Change:** Changes in the name of a recognized Startup necessitated under the relevant provisions of the applicable Act will be permitted. The benefits will be applicable starting from the original date of incorporation / registration or commencement of business by the original entity, whichever is earlier.
 - vi. **CIN/LLPIN Change:** Changes necessitated in CIN/LLPIN due to (a) change in domicile State, or (b) due to conversion as in para-3 above, (c) change in industry/ sector subject to cancellation of existing certificate, shall be permitted subject to approval obtained as per the relevant act. The benefits will be applicable starting from the original date of incorporation/registration or commencement of business by the original entity, whichever is earlier. Changes in CIN/LLPIN for any other reasons will not be permitted.
 - vii. **Incorporating additional entities:** Incorporating additional entities having similar address with same production line/services and at least one common director/ designated partner/partner will not be recognized as startup.
 - viii. **Common directorship/partnership:** Recognition of an entity having common director/designated partner/ partner with any other entity shall be allowed to the extent permissible under the provisions of the Companies Act, 2013. Related party transaction shall not be allowed except transactions on arm's length basis.
 - ix. **Regulatory Areas:** Entities operating in domains specifically prohibited by law shall not be recognized.
 - x. **Sole Proprietorship:** A sole proprietorship is not eligible to apply for recognition. If a sole proprietorship changes its type of entity into a type permissible for recognition, then the recognition will be granted from date of commencement of business of the sole proprietorship.
- 2. Eligibility criteria for FinTechs and other Digital Capability Partners**
- i. The entity should have been incorporated in India for at least two years as on the date on which it is being considered for engagement.
 - ii. **The entity should have a minimum net worth of Rs.100 lakh as per its latest audited balance sheet.**
 - iii. The entity should be engaged in innovation, development or improvement of products or processes or services with a scalable business model having a high potential of business generation, savings in cost of operations, reduction in

risk, improvement in compliance, increase in operational efficiency, etc. for the Bank and / or its subsidiaries and joint ventures through use of contemporary and/or futuristic technologies.

- iv. The entity should be using new / emerging / next generation technologies including, but not limited to, Artificial Intelligence, Machine Learning, Natural Language Processing, Robotic Process Automation, Blockchain, Digital Currencies and Tokens, Internet of Things, Big Data, Predictive Analytics, Cognitive Analytics, Nextgen Encryption and Cryptography and Digital Marketing.
- v. The product / service / solution being offered should not infringe any patent, trademarks, copyrights, or such other Intellectual Property Rights. The entity must ensure that the application / product / solution, code, artefacts, scripts, etc. offered by them have been developed by them and not copied, pilfered, hacked, transferred, or procured from any other company or individual(s).
- vi. The entity should be willing to put in escrow the source code, logic, protocols, artefact, design, architecture, code binaries, complete technical solution documentation of the product / software / application / services including the base and customized software and any other related items, necessary to run the application, as per the escrow arrangement with the Bank at the beginning of the engagement and the escrow agreement will include subsequent enhancements as well.
- vii. The entity should be agreeable to providing training and complete product knowledge transfer to the Bank's team.
- viii. The entity should not be a defaulter of any bank / financial institution.
- ix. The products/ services offered by the entity must be technologically ready for deployment.

3. The entity should submit a declaration at the time of consideration for empanelment as well as for RFQ / award of contract, detailing the names of their officials, Role, Current position, date of joining, date of resignation /superannuation/job end date.

The term official may be construed to mean Directors (including member of Board of Directors) / Officers / Advisors / Employees / Consultants etc., who may have held any position / role in the entity in the last five years and had also held any post in State Bank of India (Regular / Contractual), in the past / currently.

4. The above-mentioned eligibility criteria are illustrative in nature and not exhaustive. Bank will have the right to include additional eligibility conditions for assessment of Startup/FinTech/Digital Capability Partners.

5. EVALUATION CRITERIA

The bids received in response to this RFE shall be evaluated by the Bank, as per the evaluation matrix mentioned in **Appendix B**.

The bidders are required to score at least 70% of the total score in each criteria (General and Specific). However, the Bank at its discretion may modify the cut-off scores for one or both parameters and/ or for one or more categories. The same will be done through corrigendum.

The bidders may be required to make a presentation/ solution demonstration for screening or evaluation. The presentation can cover the following areas:

- a. Brief about the company
- b. Specialization of the bidder in various domain areas specified by the Bank
- c. Proposed offerings in the specified categories, along with demonstrations
- d. Business outcomes from deployment at other clients

The bidder should be in readiness to demonstrate its Product/Services under Proof of Concept (PoC)/ Technical Evaluation (TE) while applying for RFE.

The bidders need to register themselves on the Bank's Innohub website (<https://innohub.sbi/>) to check the feasibility of using the readily available API's with the Bank.

6. SCOPE OF WORK:

- i. Through this RFE, the Bank is looking to empanel various start up/FinTechs/Digital Capability Partner. The selection of the bidder will depend on the Bank's requirements and the availability of relevant experience and expertise from the bidder.
- ii. The broad scope of work for inviting Request for Empanelment (RFE) for empanelment of Start-ups/ FinTech/ DCPs Companies in various categories is mentioned below

Sr. No.	Category	Indicative Requirement
1	Content Localization (Translate & Transliterate)	Translating/ Transliterating the interface by adapting images, text, and functionalities to suit the cultural preference and behaviors of the target audience.

Note: The detailed Scope of Work for above categories are attached as an **Appendix F**. Failure to meet the requirements marked as Mandatory under SoW will lead to disqualification.

7. EMPANELMENT PERIOD:

If selected, the empanelment will be valid for a period of 3 years from the date of empanelment. Irrespective of the period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources will be required to ensure the availability of resources until completion of the work in hand or till the extended period as per the respective project terms and conditions, if any project is awarded to the empaneled vendor pursuant to RFQ or otherwise.

The Bank may conduct review of empaneled vendors at an interval decided by the Bank and any of the conditions of this empanelment may be revisited during the review. Based on the review, the Bank may terminate empanelment of any of the vendors. If at any time it is found that the information provided for empanelment is false or if irregularities shown by the bidder, Bank shall reserve the right to remove such vendors from the empaneled list without giving any prior notice to the vendor in advance.

8. CLARIFICATION AND AMENDMENTS ON RFE:

- i. Bidder requiring any clarification on RFE may notify the Bank in writing strictly as per the format given in **Appendix-H** online through pre-bid event (hosted in etender website) within the date/time mentioned in the Schedule of Events.
- ii. The queries received and response of the Bank thereof will be conveyed to the Bidders.
- iii. The Bank reserves the right to amend, rescind or reissue the RFE, 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 RFE, 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 RFE or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFE or any addenda/corrigenda or clarifications issued in connection thereto.
- iv. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFE or any addenda/corrigenda or clarifications issued

in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

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

9. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFE, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFE or submission of Bid not responsive to this RFE 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 RFE 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 RFE will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted on portal of e-Procurement agency for **providing** documents/information in response to the **RFE No. SBI/CC/DB&T/DB&T-CONSUMER/TI&SP/RFE/2024-25/05 dated 24/01/2025**. 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 RFE along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Specific response with supporting documents in respect of Eligibility Criteria and technical eligibility criteria on the lines of **Appendix-C & Appendix-F**.
 - (d) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (e) Audited financial statement and profit and loss account statement as mentioned in **Part-II**.
 - (f) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (g) If applicable, copy of registration certificate issued by competent authority as mentioned in Eligibility Criteria under **Appendix-C**.

ii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Solutions/services it proposes to be empaneled for.
- (b) While submitting the Bid, literature on the Solutions/services should be segregated and kept together in one section.
- (c) Care should be taken that the 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 RFE 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 RFE. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).**
- (f) 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
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFE.
- (i) 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.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) 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.
- (l) 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. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iii. Any Bid received after the deadline for submission of Bids prescribed, will be rejected.

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, 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.

13. BID INTEGRITY:

- i. Wilful 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.

14. BIDDING PROCESS FOR EMPANELMENT:

- i. All the Bids received up to the specified time and date will be considered by the Bank for evaluation, subject to Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFE.
- ii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and 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.
- iii. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFE. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFE as a whole, without any deviation.
- iv. The Bank’s determination of a Bid’s responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- v. After opening of the Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the categories Bid for empanelment.
- vi. The Bank can ask for a Proof of Concept (PoC)/ Technical Evaluation (TE). **Any cost incurred by the Bidder for conducting such PoC /TE will not be borne by the Bank.**
- 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.

15. TECHNICAL EVALUATION:

- i. Technical evaluation will include evaluation of technical information submitted as per 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 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 Bank's environment or as advised by the Bank. _
- ii. During evaluation 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 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.

16. CONTACTING THE BANK:

- i. 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.

17. WAIVER OF RIGHTS:

- i. Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFE 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.

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

- i. 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.

19. SERVICES:

- i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFE/Contract.
- ii. The Bidder should also submit as part of 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 maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- vii. All product updates, upgrades & patches shall be provided by the Bidder/ Bidder free of cost during warranty and AMC/ ATS/ S&S period.
- viii. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- ix. 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.

20. 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.

21. SUBCONTRACTING:

As per scope of this RFE if onboarded subsequently, sub-contracting is not permitted.

22. VALIDITY OF EMPANELMENT:

The empanelment will be valid for a period of 3 years from the date of empanelment provided that the Bank may at any time during the empanelment period terminate the empanelment by providing written notice of 30 (thirty) days to vendor. Irrespective of the period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources will be required to ensure the availability of resources until completion of the work in hand or till the extended period as per the project terms and conditions.

Bank may issue RFQ to empanelled vendor as per the actual requirements time to time. However, please note that empanelment of vendors should not be treated as a

contract for the proposed work and the Bank reserves its right to select any of the empanelled vendor or otherwise for proposed work at its discretions.

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will also be applicable to the RFE/RFQ.

23. LIMITATION OF LIABILITY:

- i. 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.
- ii. 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 Wilful Misconduct of Bidder,
 - c. damage(s) occasioned by Bidder 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 Bidder.

For the purpose of this clause, “**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 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 RFE, 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.

24. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement (**Appendix – E**).

25. BIDDER’S OBLIGATIONS AS BIDDER:

- i. Bidder 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. Bidder 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. Bidder 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 Bidder's negligence. Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Bidder is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Bidder 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-E** of this RFE.

26. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. The Intellectual Property Rights for the product / services offered by the Bidder should be owned by them. The bidder must ensure that the application / product / solution, code, artefacts, scripts, etc. offered by them have been developed by them and not copied, pilfered, hacked, transferred, or procured from any other company or individual(s).
- ii. For any technology / Software / solution developed/used/supplied by Bidder for performing Services or licensing and implementing Software and solution for the Bank as part of this RFE, Bidder 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 Bidder.

27. 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.
- 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 RFE.
- iii. For the purposes of this RFE, 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.

28. 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 RFE 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 empanelment process or to otherwise influence the empanelment process;
 - (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 RFE 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 empanelment 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 empanelment process shall be considered against delinquent Vendors/Bidders:

(a) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (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 herein above, 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/RFE 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 RFE 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.

(b) 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.

29. DISPUTES RESOLUTION

All disputes or differences whatsoever arising between the parties out of or in connection with the Empanelment process (including dispute concerning interpretation) 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, the same shall be referred to and be subject to the jurisdiction of competent Courts of Mumbai only. The competent Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

30. GOVERNING LANGUAGE:

The governing language shall be English.

31. NOTICES:

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

Part-II

Appendix-A

BID FORM – For Empanelment

[On Company's letter head]

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFE No. SBI/CC/DB&T/DB&T-CONSUMER/TI&SP/RFE/2024-25/05 dated 24/01/2025

We have examined the above RFE, 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 RFE as and when the Bank requests. We shall abide by the terms and conditions spelt out in the RFE.

- 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 RFE.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- ii. We undertake that, in bidding for empanelment (and, if empaneled) 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 RFE. 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 RFE 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 RFE document, read with its amendments/clarifications provided by the Bank.
- vii. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- viii. We hereby certify that on the date of submission of Bid for this RFE, we do not have any past/ present litigation which adversely affect our participation in this RFE or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.
- ix. We hereby certify that we (participating in RFE as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- x. 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.
- xi. 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 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. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFE.
- xii. If our Bid is accepted, we undertake to **participate in RFE exercise for empanelment** at our cost, when called upon by the Bank to do so.
- xiii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFE document.

Dated this day of 2025

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Appendix-B

EVALUATION CRITERIA

The bid will be evaluated using the evaluation categories mentioned below. Detailed evaluation parameters with their weightages have been provided in the sections below for your reference.

S. No.	Evaluation Category	Marks
1	General Evaluation Criteria	70%
2	Specific Evaluation Criteria	30%

1. General Evaluation Criteria

Sl. No.	Parameter	Max. Marks	Evaluation Matrix				
1a	No. of Implementations of proposed solution in Bank or financial institutions in India - Only contracts of >6 months to be considered - Deployment of the last 3 years eligible (from RFE Submission date)	10	# of completed projects	Marks	Applicant's Customers' Avg. Balance Sheet Size (Mar'24) (Rs in Crs)		
					< 500	INR 500 - 1000 Cr	>INR 1000 Cr
				1-4	2	4	6
				5-8	6	7	8
				> 8	8	9	10
1b	No. of Implementations of proposed solution in India in institutions other than a Bank or financial institution - Only contracts of >6 months to be considered - Deployment of the last 3 years eligible (from RFE Submission date)	10	# of completed projects	Marks	Applicant's Customers' Avg. Balance Sheet Size (Mar'24) (Rs in Crs)		
					<INR 500 Cr	INR 500 - 1000 Cr	>INR 1000 Cr
				1-4	2	4	6
				5-8	6	7	8
				> 8	8	9	10
1c*	No. of Implementations of proposed solution in Bank or financial institutions outside India - Only contracts of >6 months to be considered - Deployment of the last 3 years eligible (from RFE Submission date) (Foreign currency contracts to be converted to INR as per	10	# of completed projects	Marks	Applicant's Customers' Avg. Balance Sheet Size (Mar'24) (Rs in Crs)		
					<INR 500 Cr	INR 500 - 1000 Cr	>INR 1000 Cr
				1-4	2	4	6
				5-8	6	7	8
				> 8	8	9	10

	prevailing rates on RFE release date)						
1d*	No. of Implementations of proposed solution in institutions other than a Bank or financial institution, outside India - Only contracts of >6 months to be considered - Deployment of the last 3 years eligible (from RFE Submission date) (Foreign currency contracts to be converted to INR as per prevailing rates on RFE release date)	5	# of completed projects	Marks	Applicant's Customers' Avg. Balance Sheet Size (Mar'24) (Rs in Crs)		
					<INR 500 Cr	INR 500 - 1000 Cr	>INR 1000 Cr
				1-4	2	4	6
				5-8	6	7	8
			> 8	8	9	10	
1e	Total no. of employees on rolls	5	# of employees	5-15	3		
				16-40	4		
				>40	5		
1f	Experience and certification of the Bidder (e.g. ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, ISO 27001:2013, CMMI, COPC OSP, International Standard on Assurance Engagements (ISAE) 3402, Security Organization Controls (SOC) 1 & 2 Type II, HITRUST, EU GDPR Compliant etc.)	10	# of certifications	1-3	3		
				3-5	7		
				>6	10		
1g	Number of completed years of operations in India as on 31st March 2024	10	# of years	<3	4		
				>=3 and <=6	7		
				>6	10		
1h	Completeness of approach and proposed methodology demonstrated in response to the RFE	10	Standing Committee Evaluation	0-10	10		
Total		70					

* The score for serial no 1c) and 1 d) is excluded from denominator to provide equal Opportunities to the companies which have implemented solutions within India only.

2. Specific Evaluation Criteria

Kindly refer Appendix F(i), Page No.44

Appendix-C**Bidder's Eligibility Criteria**

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted (whichever applicable)
1. Eligibility Criteria for Indian Start-up			
a.	The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT)		1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership Firm. 6. Certificate of Incorporation issued by Registrar in case of LLP. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility Bid.
b.	The entity should not be more than 10 years since the date of incorporation		Certificate of Incorporation
c.	The turnover of the Start-up should not be greater than Rs. 100 crores from the year of commencement in any financial year.		Certificate from the Chartered Accountant with UDIN to be submitted.
2. Eligibility Criteria for FinTech/ Digital Capability Partner			
d.	The minimum networth of the FinTech/ Digital Capability Partner should have a minimum net worth of Rs.100 lakh.		Copy of the latest audited balance sheet

e.	The entity should have been incorporated in India for at least two years as on the date on which it is being considered for engagement under this Policy		Certificate of Incorporation
3. Eligibility Criteria for both Indian Start-up & FinTech/ Digital Capability Partners			
f.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in Appendix-A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
g.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past		Bidder should specifically confirm on their letter head in this regard as per Appendix-I
h.	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 RFE 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.
i.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by		Bidder should specifically certify in Appendix-A in this regard.

	any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFE and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.	
j.	Entity is either working towards innovation, development or improvement of products or processes or services or provide solutions that can further help the bank in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment.	Self-declaration on the company's letterhead should be submitted
k.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.	Bidder should specifically certify in Appendix-A in this regard.

Appendix-D**Bidder Details****Details of the Bidder**

S. No.	Particulars	Details
1.	Name of the Company	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address g) Board Resolution enclosed (Y/N)	
9.	Particulars of the SPOC of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address	
10.	Technology Competence	
11.	External Ratings	
12.	Accreditations	
13.	Promoters' Qualifications	

Name & Signature of authorised signatory**Seal of Company**

NON-DISCLOSURE AGREEMENT

(To be stamped)

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 Digital Banking & Transformation – Consumer 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 UNDER1. **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, and fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback

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

Dated this _____ day of _____ (Month) 2025 at _____ (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-F**Technical Capability Requirements & Scope of Work (SoW)**

SI No	Particulars	Requirements/ Remarks
1	Description of Product/Services	<p>Describe the Product/Services to be supplied/performed in as much detail as possible. Identify the work place where the product/services will be supplied/performed and any key personnel that must be assigned to the project. Separate the Services into phases if applicable.</p> <p>Out-of Scope work and Assumptions: Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Supplier's responsibility</p> <p>Project Staffing Plan: If the Services are based on time & material basis, describe the projected/agreed staffing plan</p> <p>Service Performance and Delivery Methodology: Describe the project execution methodology, if applicable</p>
2	Description of Deliverables	Be specific and only list those tangible Deliverables that will be provided to the Bank and list of Documents to be provided along with Deliverables. Training & Training Plan (if applicable) everything else should only be described in the section on Services.
3	Third-Party Components	Should describe all third-party items and materials to be included or provided as part of any Deliverables
4	Term of the Project - Project Schedule; Milestones and delivery locations	Include dates for start and completion of each phase of the Product/Services, and for delivery of each of the Deliverables with delivery locations
5	Integration / Migration	a) Requirements of data conversion.

	Requirements with existing systems	<p>b) Specific requirement related to Transition from one platform to another platform for example: use of software/hardware pertaining to old platform to new platform without any additional cost to the Bank</p> <p>c) Specific requirement related to integration of proposed solution with the Bank's current security and operations management systems like SOC, PIMS, DLP, AD, ITAM, Centralized Key Management System, NAC etc. to be mentioned</p>
6	Help Desk Requirements	<p>a) 24 * 7* 365 days per year, online support facility</p> <p>b) The expected time of resolution should be average ---- minutes per call. (Bidder should input this details)</p> <p>c) Escalation process should be in place for unresolved issues</p> <p>d) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc</p> <p>e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.</p> <p>f) Considering expected number of call request --- / day, the help desk should be manned with ---- of persons dedicated to work for the Bank.</p>
7	MIS Report Generation requirement	<p>a) User-defined reports</p> <p>b) Dashboard requirements etc.</p>
8	In case of Transaction System	<p>a) Audit trail requirement</p> <p>b) Audit logs reporting & analysis tool</p> <p>c) Solution should support 'x' number of transactions per second/per minute with 'y' number of concurrent users etc</p> <p>Note: Values for 'x' & 'y' to be provided by bidders.</p>
9	Performance Requirements	Uptime requirement etc.

10	Scalability Requirements	a) To be scalable as per Bank's future requirement. b) The number of users / branches who will be utilizing the Software Solution should be clearly specified.
11	Regulatory / Compliance Requirements	To be defined as per project requirement.
12	Security Requirements	To be defined as per project requirement in consultation with ISD.
13	Limited Trial / Pilot Requirements	To be defined as per project requirement.
14	Review and Testing; Acceptance	Describe the review and testing process and indicate its timelines. Where possible, specify the acceptance testing that Bank will perform on each Deliverable
15	Backup system / POC / test & training system / DR system	To be defined as per project requirement.
16	Training	Specify training requirement explicitly for project/solution proposed ex: - Number of officials to be trained, type of training, period of training, cost of training etc.

Based on the Scope of Work (SoW) for mentioned 8 categories of this RFE, the evaluation will be carried out as per the below Scoring Matrix:

Readily Deployable / Minor Customization Required	Additional Development / Major Customization Required	Absent / Cannot be customized
2	1	0

Note: For Specific Evaluation criteria, the final score will be converted to weighted average of 30 out of 100 and rest 70 is defined for General Evaluation Criteria.

Appendix-F(i)

Scope of Work - Content Localization (Translate & Transliterate)		
Sr. No	Requirements	Requirement Type
1	<p>The objective of this RFE/RFP is to localize and translate various content for SBI, ensuring accurate and culturally appropriate communication with the target audience but not limited to:</p> <ul style="list-style-type: none"> • Website content • Mobile app content • Marketing materials • Product descriptions and brochures • Application forms • Customer communications (account statements, notices, etc.) • User manuals • Legal documents & Training materials • Reports and presentations • Internal documents and training materials • Social media posts and campaigns • Script for Audio & Video <p>Some of the illustrative examples mentioned below but not limited to:</p> <ul style="list-style-type: none"> ○ Screen/UI/UX/Display: Forms/screens/Pages of the entire Target Application(s) including any customized screens of the Target Application(s) should be completely converted into target language. This should include, Screen text consisting of menus, labels, captions, buttons, and tooltips etc. Configuration and master data consisting of Lists, drop-downs, and combos and customer data using Phonetic Transliteration. ○ Reports Display and Printing: Specific selected reports from the SBI Core Banking/YONO/YONO lite/Internet Banking/ Application & any other Contents including any customized reports of the Bank. Applications should be completely converted into target language maintaining the format exactly as per English. 	Mandatory
2	The vendor will be responsible for translating the English content into the target 15 Indian regional languages: Assamese, Bengali, Dogri, Gujarati, Hindi, Kannada, Konkani, Malayalam, Marathi, Meitei (Manipuri), Odia, Punjabi, Tamil, Telugu, and Urdu. Additional Indian regional language services may be required based on project needs while ensuring accuracy in meaning, tone, and context.	Mandatory
3	The vendor will be responsible for ensuring accurate translation and localization of content by following industry best practices and quality assurance processes.	Mandatory
4	The vendor will be responsible for Conducting thorough proof-reading and editing to maintain linguistic accuracy and consistency.	Mandatory
	The translation of material must be done using proprietary solutions and personnel within the selected vendor, not through automatic translation software such as Google Translate.	Desired

5		
6	The Translation Software should support various file types such as Text, PDF, HTML, and XML, etc.	Mandatory
7	The vendor should have the capability of extracting/converting the material to be translated from one file format into another and return it in the file format as per the Bank's requirement.	Mandatory
8	Any errors in the deliverables must be corrected by the vendor free of charge immediately and corrected text must be submitted/updated immediately.	Mandatory
9	The necessary proof reading of the material translated for its authenticity will be the responsibility of the translating vendor. In case of negligence, it will be the responsibility of the translating vendor.	Mandatory
10	The selected vendor is not permitted to reproduce, reprint, or transmit the content to any third party by any means, including photocopying, photographing, cyclostyling, microfilming, scanning, electronic copying, or any other method.	Mandatory
11	The vendor would be required to translate and transliterate all the static/dynamic pages of Mobile app/website/intranet etc.	Mandatory
12	The Translation Software should be capable of converting screens, reports and prints including customer / employee names, designations and addresses from English to Multiple languages in all varieties of deployment viz., Online, batch and on demand.	Mandatory
13	The Translation Software should be capable of dictionary creation and maintenance of Core Banking Application & any other Applications/screens, reports and prints in Multiple languages.	Mandatory
14	The vendor should be able to deploy software/solution as per the requirement of the bank.	Mandatory
15	The vendor should have the capability to proofread, verify, and vet the contents in all languages as mentioned in Point.No.2 shared by Bank with 100% accuracy of the translation/content.	Mandatory
16	The vendor must ensure that all translated content is linguistically and culturally appropriate, free from controversy, and compliant with the current laws of India. Additionally, vocabulary, grammar, tonality, punctuation, and style should be contextual and suitable as per the requirements.	Mandatory
17	The vendor shall update security patches, upgrades and resolve bugs if any found in the provided application throughout the engagement period.	Mandatory
18	The vendor should ensure that the rich library of words and sentences created during the translation process should be shared with SBI.	Mandatory



Appendix -G

**PROFORMA OF EMPANELMENT LETTER TO BE ISSUED BY THE BANK
AFTER SUCCESSFUL EMPANELMENT UNDER THE REQUIRED
SOFTWARE SOLUTION/ SERVICES CATEGORY**

Date:

M/s. _____

Sub: Empanelment by the Bank for Your offer of Software Solution/ Services
RFE ref. No. _____ dated _____ for _____

1. With reference to your bid for empanelment with the Bank for offering Solution/Services under the requested category (ies) in pursuant to aforesaid RFE, you have been shortlisted for empanelment under below mentioned category(ies), in accordance with the RFE specifications:

Description category of the Solution/services

2. Subject to the terms and conditions of RFE, this Empanelment of Solution/Services will be valid for 3 years from the date of selection, i.e. (DD/MM/YYYY).
3. All other terms and conditions shall be as per the RFE.

Signature _____

Name _____

Designation with stamp _____



Appendix-H

Query Format for Bidders

Vendor Name	Sl. No	RFE Page No	RFE Clause No.	Existing Clause	Query/Suggestions

Appendix-I**Format for Submission of Client References (on letter head)****To whosoever it may concern****Client Information**

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

(Bidders to ensure that separate Appendix I is submitted for each reference they are quoting for evaluation even if it pertains to the same company but for different projects)

Name & Signature of authorized signatory

Seal of Company