THE AKOLA JANATA COMMERCIAL CO-OPERATIVE BANK LTD., AKOLA

REQUEST FOR PROPOSAL (RFP) FOR

Implementation of Digital Personal Data Protection Act 2023

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SECTION I : BID DETAILS & CONTROL SHEET TABLE

Bid Control Sheet		
1.	Date of commencement of sale of RFP Document	12.11.2026
2.	Last date and time for sale of RFP Document	07.12.2026
3.	Queries, if any, to be sent by Bidders	23.11.2026 upto 5:00 p.m., to be emailed to dpo@akolajanata.bank.in
4.	Last date, time & Venue for submission of Bid Documents	11.12.2026 upto 3:00 p.m. At Chief Executive Officer, The Akola Janata Commercial Co-op Bank Ltd. Head Office, "Janvaibhav", Old Cotton Market, Akola (M.S.) - 444001 Document to be submitted in IT Department
5.	Address for Communication	Chief Executive Officer, The Akola Janata Commercial Co-op Bank Ltd. Head Office, "Janvaibhav", Old Cotton Market, Akola (M.S.) - 444001 Tel : 0724-2430012, 2430639 Email : dpo@akolajanata.bank.in
6.	Cost of RFP Document	Non-refundable amount of Rs. 1180/- (including GST) to be remitted to The Akola Janata Commercial Co-op Bank Ltd., Akola in account no. 001103303000001 having IFSC AKJB0000001.
7.	Bid Security	Bid security of Rs.5000/- either in the form of Bank Guarantee or Remittance to The Akola Janata Commercial Co-op Bank Ltd., Akola in account no.001103303000001 having IFSC AKJB0000001.

SECTION II - INTRODUCTION & INVITATION FOR PROPOSAL

1. INTRODUCTION

The Akola Janata Commercial Co-operative Bank Ltd., Akola a Multi-State Scheduled Co-Operative Bank, having its Head Office at “Janvaibhav”, Old Cotton Market, Akola 444001, Maharashtra, India, is one of the leading Multi-State Scheduled Co-operative Banks in India having 37 branches having presence in states of Maharashtra and Madhya Pradesh.

The Bank proposes to Implementation of Digital Personal Data Protection Act (DPDP Act,2023 / DPDPA) Compliance Controls, Data Discovery & Protection, Reporting and Continuous Compliance Management Interested Bidders may obtain further information from the Office of The Akola Janata Commercial Co-operative Bank Ltd., Akola Head Office, IT Department, “Janvaibhav”, Old Cotton Market, Akola (M.S.) – 444001, India.

2. INVITATION FOR PROPOSAL

[**The Akola Janata Commercial Co-Operative Bank Ltd., Akola**] ("Bank") invites proposals from technically qualified, financially sound and experienced **Data Privacy, Cybersecurity and Managed Security Service Providers** for end-to-end implementation of:

DPDPA Compliance Controls + Data Discovery + Data Classification + Consent & Policy Management + Data Protection + Privacy Operations + Continuous Compliance + Compliance Reporting solution

The selected bidder shall be responsible for:

The selected bidder shall be responsible for: **Assessment , Discovery, Classification, Gap Analysis, Control Design , Technology Implementation , Policy & Process Implementation , Compliance Reporting , Continuous Monitoring , → Evidence Management , Continuous Improvement**

The Bank intends to appoint a partner capable of combining **privacy compliance expertise, cybersecurity capability, data protection technology and managed services** under a single accountable engagement.

The detailed scope and contractual requirements shall be governed by Section V and the applicable detailed functional requirements of this RFP is mention in the **ANNEXURE L**.

References to these capabilities elsewhere in the RFP shall be read as implementation, validation, reporting, evaluation or service-delivery requirements and shall not create duplicate scope.

The RFP shall be issued by email upon receiving payment of non-refundable fee of Rs. 1,180/- (Rupees One Thousand One Hundred Eighty only) (including GST) remitted in account of The Akola Janata Commercial Co-operative Bank Ltd., Akola bearing account no.001103303000001 with IFSC AKJB0000001. Bidder has to send an email to dpo@akolajanata.bank.in requesting for RFP document with details of remittance made. The bidders who purchase RFP in their names only are eligible for submission of bid.

Place of submission & opening of Bids : The Akola Janata Commercial Co-operative Bank Ltd. Akola Head Office, “Janvaibhav”, Old Cotton Market, Akola (M.S.) – 444001, India
Address for Communication : Same As Above
Tel : 0724-2430012, 2430639
Fax : 0724-2430814
Email : dpo@akolajanata.bank.in

All bids (Technical & Commercial accompanied by softcopy on USB media in MS Word format) must be submitted at the same time giving full particulars in separate sealed envelops sealed in another large envelope at the Bank’s address as mentioned above.

All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above office on or before specified date and time indicated above. Bid submitted without Bid Security is liable for rejection.

Technical Bids will be opened in presence of the bidders’ representatives having valid authorization letter who choose to attend on the specified date and time.

The Akola Janata Commercial Co-operative Bank Ltd. reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

3.Definitions :

1. Bank: The Akola Janata Commercial Co-Operative Bank Ltd., Akola And its Other Offices / Branches will hereinafter be referred to as the “Bank” in this document.

2. Branch : Branch office of The Akola Janata Commercial Co-Operative Bank Ltd,Akola.

3. Head Office (HO) : Head Office of The Akola Janata Commercial Co-Operative Bank Ltd., Akola.

4. Bidder: The vendor responding to the RFP for providing DPDP Act 2023 Compliance Software & Services will hereinafter be referred to as the “Bidder” in this document.

5. Contract : The agreement entered into between the Bank and the Bidder, as recorded in the Contract Form signed by the parties, including but not limited to all the attachments and appendices thereto and all documents incorporated by reference therein.

6. Services : Services related to any incidental services, such as site-preparation, installation, commissioning, Implementation, Data Migration, Support and Maintenance, and provision of technical assistance, training, customization, mandatory / regulatory changes.

7. TCC or T & C : Terms & Conditions of Contract.

8. CBS : Core Banking Solution which includes software & all services.

9. DC : Data Center of Bank.

10. DR Site or DRS : Disaster Recovery Site of Bank.

11. User Acceptance Test (UAT) : Process for ascertaining that the software solution operates as agreed between the Bank and the Bidder.

12. Software : Banking Software including software for Branch operations, HO operations, Delivery Channels, Interfaces, any third party software or database.

13. Vendor : Bidder chosen through bidding process for execution of DPDP Act,2023 Compliance project. It includes Bidder, to be read interchangeably in the document.

14.EMD : Earnest Money Deposit

15.API : Application Program Interface

16.Contract : Agreement entered into between the Bank and the Bidder signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.

17. Contract Price : Price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.

18. Customization: Modifications done to the Software by the Bidder as per requirement of Bank.

19.AMC: Annual Maintenance Contract

20.ATS : Annual Technical Support

21.RBI : Reserve Bank of India

22.NPCI : National Payments Corporation of India

23. DPDPA 2023 /DPDP Act, 2023: Digital Personal Data Protection Act 2023

24. DPDP Rules, 2025 / DPDP Rule 2025 : Digital Personal Data Protection Rule 2025

25.DPIA : Data Protection Impact Assessment

The terms Bidder & Vendor may be used interchangeably in the document. Similarly, the terms RFP & Tender may be used interchangeably in the document.

4. BACKGROUND

The systems and data sources listed in this section are illustrative of the Bank's environment and shall be used for assessment and discovery planning. Detailed Data Discovery requirements are specified under **Annexure L point no. 2**.

The Bank processes significant volumes of personal and financial information relating to:

- Customers
- Employees
- Prospective customers
- Vendors
- Business partners
- Service providers
- Agents
- Visitors
- Digital users
- Share Holders
- Other data principals

Personal data may exist across:

- Core Banking Systems
- CBS databases
- Internet Banking
- Mobile Banking
- AML Application
- CRM
- Loan systems
- Card systems
- ATM systems
- Payment systems
- Email
- File servers (FTP /SFTP Servers)
- End-user devices
- Databases
- Cloud platforms
- SaaS applications
- Backup systems
- Third-party systems
- Structured and Un-Structured data.

The Bank therefore requires a structured programmed to identify where personal data resides, understand how it is processed, classify it, establish appropriate controls, manage consent and privacy obligations, monitor security risks, generate evidence and maintain continuous compliance.

SECTION III - SCHEDULE OF REQUIREMENTS

1. RFP OBJECTIVES

The primary objectives of the Bank are to:

1. Establish a Bank-wide Digital Personal Data Protection Act, 2023 and applicable Digital Personal Data Protection Rule 2025 compliance framework.
2. Establish visibility of personal data, processing activities, data flows, Data Fiduciaries, Data Processors and sub-processors.
3. Implement appropriate privacy, data protection, security, access control and data governance controls, including monitoring of unauthorized data access and movement.
4. Establish lawful mechanisms for Consent Management, Privacy Notice Management and Data Principal Rights Management, wherever applicable.
5. Establish Personal Data Breach Management, DPIA, third-party privacy risk and AI/data governance processes, significant data fiduciary responsibility, wherever applicable.
6. Establish continuous compliance monitoring, evidence management, reporting and audit readiness.
7. Integrate privacy and data protection capabilities with the Bank's cybersecurity and operational environment.
8. Provide dashboards, reports to management, CISO, DPO and audit teams and managed services to support continuous DPDPA compliance.

Detailed functional requirements are specified in Section V and subsequent functional requirement sections of this RFP

2. PROPOSED SOLUTION PHILOSOPHY

The preferred or bidder can provide alternative operating model :

1.Discover

2.Classify

3.Governance

4.Protect

5.Monitor

6.Respond

7.Evidence

8.Improve

3. PRE-QUALIFICATION / ELIGIBILITY CRITERIA:

The bidder should have completed or be executing comparable engagements for BFSI / regulated enterprises.

The Bidder should provide a declaration stating that they have never been put on holiday list, debarred and/ or black listed by the Central / any of the State Governments in India or any Financial Institution in India.

The Bidder has to submit documentary proof for each point for pre-qualification requirement as evidence, if not, the Bid is liable to be rejected.

The eligibility requirements establish bidder qualification only and shall not be interpreted as separate implementation scope or separate commercial line items. Only bidders satisfying **all eligibility requirements** shall qualify for technical evaluation.

3.1 Indian Registered Company

The bidder shall:

- Be incorporated/registered in India.
- Have a valid Certificate of Incorporation.
- Have a valid PAN.
- Have valid GST registration.
- Have a registered office/operating presence in India.

3.2 DPDP Act 2023 / Data Privacy Experience

The bidder shall demonstrate proven experience in delivering:

- Data Privacy Solution
- DPDP Act 2023 / DPDP Rule 2025 readiness
- Privacy compliance
- Data discovery

- Data classification
- Data governance
- Data protection
- Compliance management

3.3 Financial Eligibility

The bidder shall have an annual turnover of at least ₹2.00 Crore in each of the last three completed financial years. The bidder shall report a positive profit after tax in the latest completed financial year. The bidder shall submit audited financial statements or a certificate issued by a practicing Chartered Accountant. The Bank reserves the right to assess the bidder's financial viability based on the submitted financial information and the eligibility criteria published in this RFP.

Indicative format:

Financial Year	Turnover	Profit After Tax
FY 2023-24	₹	₹
FY 2024-25	₹	₹
FY 2025-26	₹	₹

Audited financial statements and/or CA-certified financial statements shall be submitted.

3.4 Cybersecurity and Data Protection Team

The bidder shall have adequate cybersecurity, privacy and data protection professionals collectively covering the cybersecurity, DPDP Act 2023, data protection, privacy, SOC Integration and managed security capabilities required under this RFP.

The bidder shall provide the organization/team structure, including number of personnel assigned to cybersecurity, privacy, DPDPA compliance, data protection, SOC and managed services functions.

The bidder shall identify the roles, responsibilities, qualifications, relevant experience and certifications of proposed key personnel. At least one dedicated DPDPA/Privacy Lead shall have demonstrable experience in implementing data protection/privacy compliance requirements in a regulated or BFSI organization.

The bidder may fulfil the requirements of this RFP independently or through an eligible consortium, technology partner or service provider, subject to prior disclosure and approval by the Bank. The lead bidder shall remain fully responsible and contractually accountable for the complete scope, integration, security, service levels, deliverables and performance of all consortium members and third parties.

The bidder shall have **optional** capabilities across:

- SOC
- SIEM
- XDR
- EDR
- NDR
- SOAR
- Threat Hunting
- Incident Response
- Security Engineering
- Data Security
- DLP
- Vulnerability Management
- Cyber Risk
- AI Security / AI Governance

3.5 India-Based Data Center and Disaster Recovery

The bidder shall ensure that the proposed solution is operated under an arrangement compliant with the Bank's approved data-residency, security, availability and regulatory requirements.

The bidder shall disclose the primary and disaster-recovery locations, administrative access locations, subcontractors, backup arrangements, RPO and RTO. The bidder shall remain contractually accountable to the Bank for the services delivered through any hosting provider

The bidder shall provide:

- DC location
- DR location
- Hosting architecture
- Data architecture
- Backup architecture
- DR architecture
- RPO
- RTO
- Availability commitment

3.6 Cloud Hosting / Data Residency (If the proposed solution is delivered through a cloud environment)

This section constitutes the master requirement for India-based hosting, processing, DC/DR and data residency. Corresponding references elsewhere in this RFP are documentary, evaluation or evidence requirements and shall not be treated as separate scope items.

All Bank data, personal data, compliance data, logs, metadata, backups and associated processing shall be hosted and processed within India. Any processing or transfer outside India shall require prior written approval of the Bank and compliance with Section 16 of the DPDP Act, 2023, Rule 15 of the DPDP Rules, 2025 and all applicable regulatory requirements.

The bidder shall disclose:

- DC location
- DR location
- Hosting architecture
- Data architecture
- Backup architecture
- DR architecture
- RPO
- RTO
- Availability commitment
- Cloud service provider
- DC region
- DR region
- Data storage location
- Backup location
- Processing location
- Administrative access location

3.7 BFSI Experience

Preference shall be given to bidders with demonstrated experience in: Banks, Urban Co-operative Banks, Co-operative Banks, NBFCs, Insurance, Financial Institutions, Payment institutions, Other regulated BFSI organizations

The bidder shall provide customer references.

SECTION IV - GENERAL INSTRUCTIONS

The Bank expects the bidders to adhere to the terms of the RFP and subsequent clarifications issued by the Bank and Bank reserves its rights to accept or reject any deviations to the same. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidder.

1) Bid Submission :

The bid should be submitted in the name of -
Chief Executive Officer,
The Akola Janata Commercial Co-operative Bank Ltd., Akola
Head Office,
"Janvaibhav",
Old Cotton Market,
Akola (M.S.) – 444 001.
The Bid should be submitted at Computer Department of Bank. It being two bids process, submission of two bids will be done in a large envelope containing both the bids: Envelope I - Technical Bid and Envelope II - Commercial Bid. The large envelope should be duly super-scribed at the top of envelope with the "DPDPA SW for AJCCB", reference number of this RFP, due date. On left hand corner of envelope there should be name of the Bidder along with address & telephone number.

Envelope I : On top of this envelope, write "TECHNICAL BID - DPDPA SW for AJCCB" and should contain the following Annexure, duly filled, stamped and signed by the Bidder :

(a) Annexure A – Tender Offer Covering Letter
(b) Annexure B – Bid Security Bank Guarantee or Remittance Details
(c) Annexure C – Bidder Company Details
(d) Annexure D – Third Party Details
(e) Annexure E – Product Brief
(f) Annexure F – Consolidated Track Record of Offer Product Installations
(g) Annexure G – Bidder Client Details
(h) Annexure H – Statement for Fulfilling Eligibility Criteria
(i) Annexure J – Hardware Specifications & System Requirement
(j) Annexure J– Project Implementation Plan
(k) Annexure K – Terms & Conditions Deviation Statement
(l) Annexure L – Functional & Technical Requirements
(m) Annexure M – Commercial Bid
(n) Annexure N – Commercial Bid Deviations

(o) Product literature/brochures, schematic diagrams etc.
(p) Any other highlight of your company or product.
(q) Softcopy of Technical Bid on USB storage in MS Word format.

Envelope II : On top of this envelope, write “COMMERCIAL BID – DPDPA SW FOR AJCCB” and should contain the duly filled format as provided in Annexure M and Annexure O.

All Bid Documents are to be properly filed and sealed and all pages of the non price/ price bids should be numbered serially (1/xx, 2/xx (where xx is last page number of Bid document) and should bear the company's seal and signature/s of the authorized person/s on all pages.
The last date for submitting the proposals along with Bid security must be submitted by the due date before given time at the address mentioned in Control Sheet in Section I. Any proposal received after the due date and time will not be considered. The large envelope with containing both the bids - Technical and Commercial complete in all aspects should be submitted to the Bank at Head Office within the above stipulated date. Bid documents received by any medium like email, fax, WhatsApp etc. will not be considered at all for any evaluation.

2) Bid Security :

a) The bidder shall furnish, as part of its bid, security of Rs.5000/- in the form of demand draft till validity of the bid/offer or such extended period as required by Bank in favour of The Akola Janata Commercial Cooperative Bank Ltd., Akola. Alternatively, bid security amount can be remitted to the account mentioned for Tender Fees. Remittance details are to be submitted along with Technical Bid documents.

b) The successful Bidder's bid security will be discharged upon the Bidders signing the Contract Agreement & furnishing the Performance Bank Guarantee for a period of 36 months for an amount equivalent to 10% of the order value. Unsuccessful Bidder's bid security will be discharged and returned on completion of the ordering process. No interest shall be paid on bid security.

c) The Bid security may be forfeited:

(i) If a Bidder withdraws its Bid during the period of Bid validity; or
(ii) In case of a successful Bidder, if the Bidder fails:
(a) To sign the Contract / SLA / NDA etc within the stipulated time or
(b) To furnish 10% Performance Guarantee valid for 36 months.

3) Technical Bid :

The Technical offer must be made in an organized, structured and in neat manner. Brochures/leaflets/write-up etc. should not be submitted in loose form. The Technical Bid has to be spiral bound.

The Technical Bid should be complete in all respects and contain all information asked for, except prices. The technical offer must not contain any price information. The Technical Offer should be complete and indicate that all products and services asked for are quoted. The Bidder should enclose a copy of the Blank / Masked Price Bid (Bill of Material) as per price schedule without the prices (please put 'X' mark instead of actual prices and put 'N' where not quoted) along with other bid documents for evaluation purpose.

The Bidder must organize the response in accordance with the format specified in the RFP and under no circumstance will leave a response item unanswered. If any row or column does not contain the response, the entire response may not be taken up for consideration. Any response not as per the format may not be included for any further consideration. Any deviations from the specifications and/or the terms and conditions of the Tender Document shall invariably be furnished by the Bidder as per the format furnished in Annexure O, specifying the reasons and justifying such deviation. NON-MENTION OF DEVIATIONS SHALL IMPLY COMPLIANCE TO BANK'S SPECIFICATIONS. The Bank reserves the right to accept or reject the deviations without assigning any reasons.

The Bank reserves the right to invite the Bidder for a product demonstration based on the technical proposal submitted by the bidder. The bidder has to make their own arrangements to arrange for the Demo at our office at their expenses on the dates to be informed by Bank later. Also, the bidder should be ready to arrange for Demo at minimum two customer sites depending on the choice of Bank. Bank would also visit to their corporate / development office / Data Center / Disaster Recovery site.
Required technical details/brochure/s of such products / services offered by the Bidder duly supported by schematic diagrams and technical specifications of each component offered shall be furnished along with the reasons justifying the requirement/s for each such items / components, accessories and software products as part of the Technical Bid. Bank reserves its right to call for any clarifications in case of ambiguity.

4) Commercial Bid :

The suggested format for submission of Commercial offer is as follows:
Index
1. Covering letter – Annexure A.

2. Commercial Version of Bill of Materials and Price Schedule as per Annexure M. This must contain all price information, including AMC details.

3. Commercial Deviation Statement as per Annexure O (if required).

4. Softcopy of the Technical Bid on USB storage should be in MS Word format.

The price quotations shall be submitted strictly in conformity with all the requirements/ specifications. The Commercial Bid as per Annexure M should give all relevant price information and should not contradict the Technical Bid in any manner.

Please note that if any envelope is found to contain both technical and commercial offer together, that offer will be rejected summarily. The best and firm price should only be quoted.

The price quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation. The prices should be inclusive of all duties and taxes. GST as applicable, should be quoted in the related column in Annexure M.

5) Bids Opening :

The Technical Bid will be opened first for evaluation. The Commercial Bids will be opened only after Technical Bid evaluation. Commercial Bids of only technically short listed bidders will be opened. The technical bid should necessarily contain all Technical details and other required Annexure. Bidder's proposal should strictly conform to the technical specifications and other terms and conditions. Proposal should conform to the terms and conditions stated in the RFP and should not contain incomplete or ambiguous terms / conditions /quotes which may disqualify the offer.

The Bidder has to submit all the Annexure given in this RFP on their letter head with all details, without fail. The Bank may reject any proposal not containing all the requirements called for in various Annexure.

The Successful bidder has to co-ordinate with the Bank for smooth execution of all operation of offer product solution on ownership basis as per the Scope of Work.
Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire process of procurement of DPDP Act 2023 compliance solution at any stage without assigning any reason.

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

6) Contract Validity :

The period of contract shall be of minimum 3 years from the date of acceptance of last installation which will include warranty period of 3 years and AMC period of 5 years after expiry of warranty. There shall be no increase in the contracted price during the contract period. Bank shall have the option of terminating the contract anytime during the contract period by giving a 90 days notice. Bank also reserves its right to renew the AMC on the same terms and conditions on the same price or lower than the previous price.

7) Non-transferable Tender

Only the bidder who has purchased this tender is eligible to make an offer.

8) Preliminary Scrutiny

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are as per the schedule.
The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all the Bidders and the Bank reserves the right for such waivers. Bank reserves its right to call for any clarifications in case of ambiguity.

9) Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification on their offer.

10) No Commitment to Accept Lowest or Any Tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reasons thereof.

11) Documentation

The following information should be furnished along with the technical offer by means of printed hard copy as per checklist provided.

- Module wise features of the application.
- Version number of solution offered to the Bank. It is required to indicate if the software requires any particular version of the operating system for compatibility.
- Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated.

12) Submission of Technical Details

It is mandatory to provide the technical details in the exact format of technical details column given in the technical specifications as per various annexures. The relevant product information offered should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document).

13) Erasures or Alterations

1. The offers containing erasures or alterations should have authentication. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, is not acceptable.

2. Conditional offers and offers qualified by vague and indefinite expression such as “Subject to immediate acceptance” will not be considered.

3. Submitted tender forms with overwritten or erased or illegible rate or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each items of the tender and between unit rates and the total amount, the decision of the competent authority accepting the tender will be final and binding on the Bidders. Total of each item and grand total of whole tender should be clearly written. Rewriting with dated initial of the Bidder after scoring out of the wrong entries, if unavoidable, should make corrections in the tender. Clerical and arithmetical mistakes may result in rejection of the tender. The Bank may treat offers not adhering to these guidelines as unacceptable.

14) Costs & Currency

The offer must be made in Indian Rupees only, including the following:
1. Cost of the License of Product including data migration, APIs, gap analysis, customization, training and implementation.
2. Cost of digital products.
3. Minimum of three-year warranty. This period will start from the go live date of the project.
4. Inclusive of all taxes & duties. GST will be applicable as extra.
5. Database cost.
6. Database ATS.
7. Onsite engineers
8. Others, if any.

15) Fixed Price

The commercial offer shall be on a fixed price basis. No price variation relating to increase in customs duty, excise tax, dollar price variation etc. will be permitted except GST as applicable at the time of delivery.

16) Price and conditions Validity

Prices and conditions of the offer should be valid for a period of 3 months from the date of opening of the tender. Tender with validity of less than 3 months may be rejected.

17) Short-listing of Bidders

Bank will short-list the technically qualified Bidders and the commercial offers of only these Bidders will be opened.

18) Repeat orders

The Bank reserves the right to renew the AMC after first 3 year contract period from the date of award of first contract. The Bidder will accept the repeat order in the same or the lower price under the same terms and conditions.

19) Billing

The Bidder shall raise the bill with GST for claim of any payment. Payment will not be done without receipt of printed & signed copies of Bills.

20) Vendors Terms & Conditions

Any terms and conditions from the vendors should be specified in details under the respective annexures of Deviation Statements separately. The vendor should enclose Commercial deviations in Technical Offer by removing the price. The deviation may be replicated in the Commercial offer also

SECTION V - SCOPE OF WORK

A brief description of the envisaged scope is enumerated as under. However, Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.
Based on the contents of the RFP, the Bidder shall be required to arrive at a solution independently, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

Considering the enormity of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of DPDP Act 2023 and DPDP rule 2025 compliance, 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 selected bidder shall provide end-to-end services covering DPDP Act 2023 and DPDP Rule 2025 compliance:

The detailed requirements listed under the subsequent functional sections of this RFP are sub-requirements, control requirements, implementation activities, deliverables, validation scenarios or service requirements corresponding to the master scope areas defined in Section V and shall not be treated as separate or duplicate commercial scope unless expressly identified as an optional service.

1. DPDP Act 2023 Assessment and Gap Assessment

2. Data Discovery

3. Data Classification

4. Data Mapping and Data Flow Mapping

5. Consent Collection and Consent Withdrawal Management

6. Privacy Notice and Privacy Policy Management

7. Data Principal Rights and Grievance Management

8. Data Protection, Security Safeguards and DLP/Data Control

9. Data Retention, Deletion and Backup/Replica Deletion

10. Data Protection Impact Assessment (DPIA) / Privacy Risk Assessment / SDF Compliance Support, wherever applicable

11. Third-Party / Processor /Sub-Processor Risk Management

12. DPDPA Governance Framework with help of AI Governance / AI Data Risk

13. Compliance and Reporting

14. Managed Cybersecurity / SOC Services with Integration

15. Audit and Regulatory Support.

16. One-Year Security Log Retention

17. Data Inventory, personal data Inventory, Processing Inventory and Processing Basis Register

18. DPDP 2025 Rule 3 Privacy Notice Compliance.

19. Algorithmic due diligence

20. DPDP 2025 Rule 6 Security Safeguards / control-to-evidence testing

21. Processor/ Sub-Processor Contractual Safeguards

22. DPDP 2025 Rule 7 DPBI Board/Data Principal breach Workflow including Processor/Sub-Processor breach notification

23. Verifiable Child/Guardian Consent

24. Clause-Level DPDP Act 2023 /DPDP Rules 2025 Control Matrix

25. Regulatory change management

26. Privacy-by-Design gate

27. Data Sharing Register

28. Exit Deletion Certificate / Deletion verification

29. Data accuracy/completeness/consistency

30. Child tracking/behavioral monitoring/targeted advertising controls

31. Data Principal Nomination Management

32. Regulatory change SLA

33. Cookie Consent Management

34. Privacy risk management framework

35. Implementation, Testing, Training, Support and Exit Management

CBS & Infrastructure Migration Support – No Additional Cost

In the event that the Bank decides to change, upgrade, replace or migrate its existing Core Banking Solution (CBS), IT infrastructure, data center, disaster recovery site, cloud environment or related banking applications during the contract period, the successful bidder shall provide all necessary support for the migration, redeployment, configuration, testing, validation and re-establishment of the DPDP Act 2023 and DPDP rule 2025 compliance solution and its associated applications, interfaces, connectors and integrations with the new CBS software and infrastructure. Such support shall include coordination with the Bank, the new CBS vendor, infrastructure service providers and other relevant third parties to ensure continuity of DPDP Act 2023 and DPDP Rule 2025 compliance and operations.

All activities relating to such redeployment and integration with the existing and new CBS software and infrastructure shall be included in the agreed contract price and shall not attract any additional cost implementation, migration, integration, configuration or professional service charges.

SECTION VI - TERMS AND CONDITIONS (T & C)

1. General

The Bank expects the bidders to strictly adhere to the terms of the RFP and subsequent clarifications issued by the bank and would not like or accept any deviations to the same. If the bidders have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided in Annexure K . The Bank reserves its right to not to accept such deviations to the RFP terms. The Bank may for convenience enter into arrangements, including tripartite agreements, with third party bidders (part of the consortium) if required. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders. Following Terms & Conditions are indicative and hence not limited to, till they come into existence as a formal contract. Also, the contract document will be integrated with Service Level Agreement and Non Disclosure Agreement.

2. Standards

The Goods and Services supplied under this Contract shall conform to the standards offered in the bid submitted by the bidder and shall inclusive of those mentioned in RFP but not limited to RFP.

3. Benchmarking

The Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

4. Use of Contract Documents and Information

a) The Bidder shall not, without the Bank’s prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only so far as may be necessary for purposes of such performance.

b) The Bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

c) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the Contract if so required by the Bank.

5. Indemnification

a) Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from
(i) an act or omission of the Bidder , its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
(ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder ,
(iii) use of the deliverables and or services provided by the Bidder ,
(iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the software or deliverables at all points of time. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

b) Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

c) Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided software and since the Bidder would be managing the services, the Bidder should be responsible for loss/compromise or damage to Bank's data.

d) The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

· Non-compliance of the bidder with Laws / Governmental Requirements
· IP infringement under any laws including Copyrights Act 1957 &
IT Act 2000, IT Act 2008 or any amendments applicable at the time of incidence.
· Digital Personal Data Protection Act 2023 (DPDPA)
· Negligence and misconduct of the Bidder , its employees, and agents
· Breach of any terms of RFP, Representation or Warranty
· Act or omission in performance of service.
· Loss of data due to any of the reasons mentioned above

Indemnity would be limited to the damages as awarded by arbitrator / court for direct claim and shall exclude indirect, consequential and incidental damages provided that the claims against users and service providers of the Bank and also claim by and against customers would be considered as “direct” claim.

e) In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense, will undertake to defend the Bank and shall also settle all/any claims arising out of it.

f) It will be the Bidder’s responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.

g) On its part, the Bank will relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.

h) The Bidder must undertake to indemnify that all the Software delivered is free of defects. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. All the software must be licensed and original.

6. Software License

6.1 Once the Bidder mentions the Standard Software required for supporting the operation of the DPDPA Software, the Bank may choose to buy licenses for such standard software.

6.2 The Bank will acquire all the intellectual property rights to any other systems and software developed or procured particularly for DPDPA implementation under the contract.

7. Performance Guarantee

a) Within thirty (30) days after the Bidder's receipt of Notification of Contract Award, the Bidder shall furnish Performance Bank Guarantee to the Bank for an amount of 10% of the contract price for the due and punctual performance and fulfillment of the contract.

b) The Performance Bond may be discharged by the Bank upon being satisfied that there has been due performance of the obligation of the bidder.

c) The Bank shall notify the Bidder in writing of its invocation of its right to receive such compensation within Fifteen (15) days, indicating the contractual obligation(s) for which the Bidder is in default.

d) The Performance Guarantee to be submitted by Bidder should be for minimum 3 years and will be extended till the end of the warranty period if warranty period extended beyond 3 years.

e) The proceeds of the Performance Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

f) The Performance Guarantee shall be denominated in Indian rupees only, and shall be in the form of a bank guarantee issued by a bank in India.

g) The performance security will be discharged by the Bank and returned to the Bidder not later than 30 days following the date of completion of the Bidder's performance obligations, including any warranty obligations.

8. Inspection and Test

Bank shall have the right to undertake technical as well as performance evaluation of the proposed DPDPA Compliance Software. The Bank or its representative shall have the right to inspect and/or test the performance of DPDPA Compliance Software to confirm their conformity to the Contract at no extra cost to the Bank. The Bank shall notify the Bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

9. Acceptance Testing

The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the DC of Bank. Complete Software as specified in the RFP must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at

its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank. No malfunction, partial or complete failure, or any malfunction in the software etc. is expected to occur. The Bidder shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Bank, the successful completion of the test specified.

a) In the event of software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to cancel the order thereby terminating the agreement and recall all the payments with interest at 15% per annum from the date of the respective payments till the time of actual receipt of refund and the Bidder shall take back Bidder software at Bidder costs and risks.

b) The Installation cum Acceptance Test and Check certificates jointly signed by representative of the Bidder and official or any consultant / auditor appointed by the Bank will be received at Head Office of the Bank.

c) In all cases, the bidder shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming software, unless such failure is due to reasons entirely attributable to the Bank.

d) Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder.

10. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. The Bidder must provide the Bank access to various monitoring and performance measurement systems. The periodicity of this Security Audit shall be quarterly.

11. Manuals

i) Before the proposed softwares are taken over by the Bank , the Bidder shall supply operation manuals. These shall be in such details as will enable the Bank to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

iii) Unless and otherwise agreed, the Goods shall not be considered to be completed for the purposes of taking over until such manuals have been supplied to the Bank.

iv) The Bank reserves the right to review the user / technical documentation of the proposed software to verify compliance with the technical specifications included in the RFP.

v) The Bidder shall provide licensed software for all software products, whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

12. Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables etc. for the software and after the Bank is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system.

13. Visitorial Rights

The Bank reserves the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused.

14. Customization and Statutory Changes.

The Bidder shall ensure that all the softwares provided as a part of the DPDPA Compliance Project meets all the requirements of the bank. In order to deliver the same, bidder will do all such customization or development work as may be required by the Bank at no additional charge or fees or expenses. The Bidder shall provide all the reports as per the requirements of the Bank. The precise scope of the customization and development work to be undertaken by the Bidder shall be as per the requirements of the Bank and as per Gap Analysis Document. The Bidder shall carry out all the customization related work at the Bank's premises or offsite in case the customization cannot be carried out at the Bank premises. The Bank shall be a party to the Functional Specifications requirement sign-off, User acceptance test, User acceptance test sign-off, Installation sign-off and Implementation sign-off. The Bidder shall install and commission the software for customization and User Acceptance Test(UAT) as per Project Plan to be agreed with the Bank failing which the Bidder shall be liable to pay the Bank penalty to be defined as per the Service Level Definitions or Service Level Agreement (SLA). The Bidder shall provide all tools required to install and customise and test the software free of any fees or charges or any expenses. The Bidder shall document and submit to the Bank all the testing activities, procedures and results. The Bidder shall be required to ensure that the software provides interfaces to the other application systems and delivery channels at no additional cost or fees or charges or expenses. The Bidder shall provide the Bank weekly progress report on the bugs/problems reported/points taken up with schedule of date of reporting, date of

resolving, and status for all kind of bugs and problems whether reported by branch/ Head Office or Bidder staff.

The bidder shall provide all the mandatory, statutory body requirement changes for the compliance of the DPDP Act 2023 and DPDP Rule 2025 with no extra cost. The Bank shall not bear any additional cost or charges for implementing any mandatory statutory or regulatory changes introduced by the competent authorities during the project period. The bidder shall incorporate such changes within the agreed project cost and timeline, without claiming any additional fees.

15. Installation and Implementation:

The Bidder needs to ensure that the scope of work for implementation of all the software includes creating master data at the Data Center of the Bank by downloading, extraction from existing systems namely migration of data as a part of the DPDPA compliance project implementation , functional requirements specifications study, data conversion, customization, configuration, installation, implementation and integration of the software.

16. Ownership, Grant and Delivery

a) The Bidder shall procure and provide a non-exclusive, nontransferable, perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its DC, DR, branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

b) The license shall specifically include right as under:

A. To Use:

(i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank;
(ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank;
(iii) to use the technical Training Materials for purposes of supporting Users.

B. To Copy:

(i) to copy the Software that operates on server systems to support the maximum number of Users;

(ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and
(iii) to copy the Program Documentation to support its Users.

C. To work as interface:

(i) to work with other Application Software packages at the Bank as interface;
(ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional License charge or fees or expenses.

D. Delivery

The Bidder, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch/extension counter, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Bidder to the Bank in soft copy form (MS word format and HTML Browser format or PDF format). The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on USB stick or portable hard disk as desired by the Bank as may be applicable.

E. Rights:

The Bidder shall ensure that the Software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to (at no further expense, charge, fees or costs to the Bank), (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this RFP and the license agreement; or (ii) modify the Software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent Software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the bidder to provide effective remedy under

options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank.

17. Delivery

a) It is the Bidder's responsibility to implement all the components as per purchase order within the time frame specified by the bidder in its bid and install and integrate the same within the time frame specified in the bid. Time frame will be the essence of the contract.

b) In case the bidder has partnered with independent service provider for the required installation, Integration, Implementation, the ultimate responsibility of 99.9% uptime, support and maintenance of the software shall rest with the bidder supplying propose DPDPA Compliance software & solution to the Bank.

18. Project Timelines

The project will be deemed complete only when all the solutions and items contracted by the Bank are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation and training provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder. The Bidder must strictly adhere to the agreed delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event will be 1.25 times the original costs of those deliverables, for procuring similar deliverables and services.

The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and recommended hardware in response to this RFP shall meet the Bank's requirements. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.

The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the

performance of all provisions and terms and conditions of the RFP, the Bank expects the Bidder to fulfill all the terms and conditions of the RFP.

19. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project of this document are not achieved. In specific, if the system is unable to facilitate the DPDPA Compliance processes supported by various modules, then the implementation will be deemed as incomplete.

The Bidder represents that the proposed software solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority.
The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the software and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and undertakes to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.

20. Product Benchmark Certificate

a) It is desirable that the Bidder submits along with the technical bid, a copy of the certified benchmark results for the purpose of this project, incorporating the proposed technology architecture and estimated capacity of the solution offered in meeting the Bank's requirements with consideration for future scalability. Non-availability of certification may lead to disqualification from the further evaluation process – this is for evaluation purposes.

b) For Hardware Sizing:

(i) The bidders need to consider vertical and horizontal scalability as the suggested hardware needs to scale for incremental branches on the same hardware without additional processors, memory etc.
(ii) For the sizing of these incremental branches the bidders should consider the growth in business volumes in these branches from the day the 1st branch goes live on the propose DPDPA application.

21. Technical Inspection and Performance Evaluation

The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the short listed Bidders. The Bidder would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the bidders by the Bank. However, Bank will bear the expenses towards the travel, boarding and lodging of its appointed reviewers/auditors during the Technical Inspection and Performance Evaluation.

22. Incidental Services

The Bidder will be required to provide the following services. The cost shall be included in the contract price.
(a)Performance of on-site operating system & related software;
(b)Installation of the Software;
(c) Furnishing of appropriate system design and programming services required for development and/or maintenance of the supplied software;
(d)Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Software;
(e)Performance, maintenance & repair and software updates of the supplied software; after the end of warranty period, provided that this service shall not relieve the Bidder of any Warranty obligations under this Contract;
(f) Providing residential / onsite support during the warranty period and AMC period.
(h) Conduct of training of the Bank's personnel at the Bidder's office, installation site or external site acceptable to the Bank at the cost of the Bidder.

23. Hardware Utilization:

The Bidder is expected to conduct Hardware sizing based on the information provided in this RFP for implementing the solution with horizontal and vertical scalability to 60 branches. At any point in time during the contract period, for these locations, the CPU utilization should not exceed 70% nor should the Hard Disk utilization exceed 70% at the data center. In case the above requirement is not met, the additional or replacement hardware would have to be provided by the Bidder at no further cost.

24. Network Utilization:

The Bidder is expected to conduct Network sizing based on the information provided in the RFP for connecting branches/HO to DC, DR Site and connecting DC to DR Site. At any point in time, (including peak hours) during the contract period, the bandwidth utilization should not exceed 70%. In case the above does not meet the Bank's requirements of response time, number of concurrent users, network utilization and

Transactions Per Second then the additional bandwidth would have to be provided by the Bidder at no further cost to the Bank.

25. Guarantees

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All software must be supplied with their original and complete printed documentation.

26. Warranty & Annual Maintenance Contract (AMC)

(1) The bidder shall provide on-site support during warranty and AMC period of all components of Software. The warranty period will be of thirty six (36) months from the date of acceptance and shall be responsible for any bug removal in the Software, or deficiency in functionality. Each AMC period is for 12 months from the date of commencement of AMC. Upon expiry of each AMC period, AMC needs to be renewed for the Software as long as the Bank wishes to be under AMC as per the terms specified herein. First AMC will start upon expiry of warranty period.

The support under Warranty or AMC will include but not limited to

a) Delivery of updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of database management system or upgraded versions of hardware

b) Supply of updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to the Client

c) Provision of installation guides and Documentation for new releases

d) The Bidder will provide a replacement copy or correction service at no additional cost to the Bank for any error, malfunction, or defect in Software that fails to deliver expected performance.

e) Trouble shooting Services on account of application software or database malfunction or if backup procedure is giving problem.

f) Trouble Shooting, Bug Fixing, which shall include Removal of Defects detected in the software supplied, as deviation from the defined result/process.

g) Supply of industry standard version upgrade voluntarily brought out by the Bidder involving any generic improvement on usage / stability of the application.

h) Supply and maintenance of any mandatory updates or otherwise updates or new modules by virtue of regulators like RBI or different government agencies or NPCI.

i) Any other patches required for smooth functioning of propose software.

(2) The Bank shall notify the Bidder in writing of any claims arising under this warranty.

(3) Upon receipt of such notice the Bidder shall, within 24 hours repair or replace the defective software or components thereof, without any cost to the Bank.

(4) If the Bidder , having been notified, fails to remedy the defect(s) within period as specified above, the Bank may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Bank may have against the Bidder under the Contract.

(5) The Bidder must provide the following warranties:

(a)The software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation.

(b) The Bidder will offer the Bank all technological updates, cost reductions and facilities, which are offered to other clients during the contract tenure.

27. Terms of Payment

The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The payment terms need to be read in conjunction with the price bid. As Bank may order different products on various dates as per requirement of Bank, the payment schedule will also get implemented accordingly.

The scope of work is divided into 2 different areas and the payment would be linked to delivery and acceptance of each area as explained below:

a) For DPDPA Compliance Software with all modules and all application related items ordered:

- 20% of order value on Go Live.

- 20% of order value by end of first year from date of Go Live i.e. by end of first year of warranty period.
- 30% of order value will be paid by end of second year of warranty period.
- Balance 30% of order value will be paid after completion of warranty period of three years.

b) For **Database Systems** ordered :

- 10% of the order value payable on delivery
- 70% of the cost for Database systems would be payable on successful installation and commissioning of the database systems in centralized environment.
- 20% of the Database Systems order value after 3 months of successful installation and commissioning.

c) For **AMC & Annual Technical Support of Database** ordered

- 25% of annual payable amount at end of each quarter.

28. Prices

Once a contract price is arrived at, the same shall remain firm and in any case shall not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, changes in costs related to the materials and labour or other components or for any other reason. The Bank will not be liable for changes in foreign currency escalations during the contract term. However, the entire benefits/advantages arising out of fall in prices, or any other reason, must be passed on to the Bank without the Bank specifically asking for it.

29. Change Orders

The Bank may at any time, by written order given to the Bidder , make changes within the general scope of the Contract for the Services to be provided by the Bidder .

30. Contract Amendment

Subject to Change Orders mentioned above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

31. Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank’s prior written consent.

Bank may assign the DPDPA Compliance software, the solution and services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, integration, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the subcontractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Bidder. In no case, such assignment by the Bank shall relieve Bidder from penal clauses mentioned in the document

The Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub contractors, however the modalities shall be decided at the time of contract finalization. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

32. Delays in the Bidder's Performance

a) Delivery of the Goods and performance of the Services shall be made by the Bidder in accordance with the time schedule specified by the Bank. Time is the essence of this contract.

b) If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Bidder 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 the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

c) Any delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages unless and extension of time is agreed upon in writing without the application of liquidated damages.

33. Liquidated Damages

a) The Bank will consider the inability of the Bidder to deliver or install the Software within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization,

implementation, training, acceptance, warranty, maintenance etc. of the propose DPDPA compliance software) by the Bidder.

b) Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any software modules
- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or software
- Ill-integration
- System operational, but unsatisfactory to the Bank

c) If the Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.0% of the delivered price of the delayed Goods or unperformed Services until actual delivery or performance, per week or part thereof; and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

d) bank can claim a refund of entire amount paid by the bank to the vendor till the time of claim of liquidity damage

34. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

35. Termination for Default

(1) The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part
(a) if there is any discrepancy in the quoted and supplied software; or

(b) if the Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension there-of granted by the Bank; or

(c) if the Bidder fails to perform any other obligation(s) under the Contract.

(d) if the Bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

(2) The Bank also reserves the right to acquire damages from the Bidder after the Termination of the Contract. This could take the form of foreclosure of the Earnest Money Deposit and/or Performance Security.

(3) In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the Bidder shall be liable to the Bank for any excess costs for such similar Goods and/or Services. The liability in such an event will be 1.25 times the original costs of those deliverables, for procuring similar deliverables and services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

36. Termination

The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder.
The Bank shall be entitled to terminate the agreement at any time by giving notice if:
(a) The Bidder breaches any of its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
(b) The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

37. Effect of Termination

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

The same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide maintenance

services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm. The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the Bidder.

38. Force Majeure

a) In case of unforeseen events such as war and natural calamities, neither the Bank nor the Bidder will be held responsible for delays or inability to perform contract obligations.

b) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

c) For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics and quarantine restrictions.

d) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder 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.

39. Termination for Insolvency

The Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

40. Termination for Convenience

The Bank, by written notice sent to the Bidder , may terminate the Contract, in whole or in part, at any time its convenience. The notice of termination shall specify that termination

is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

41. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

a) Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days of receipt of award of contract as stated in the RFP;

b) Delay in delivery beyond the specified period;

c) Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

d) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

e) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder .

f) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 3 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

g) The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

42. Resolution of Disputes

a) It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result. In case this attempt fails, arbitration process will be followed as per Indian Laws and the resulting award will be binding for all concerned.

b) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on both the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Akola.

c) The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

d) The venue of the Arbitration shall be in Akola.

43. Compliance with Laws:

The Contract shall be interpreted in accordance with the laws prevalent in India. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder .

44. Notices

a) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

45. Taxes and Duties

a) The Bidder will be entirely responsible to pay taxes such as corporate tax and income tax, duties, license fees etc. in connection with delivery of Goods at site including incidental services and commissioning. However, Bank will pay taxes like GST prevalent at the time of payment upon demand and upon production of supporting document from Bidder.

b) Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. 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 in force. Nothing in the Contract, shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

46. Bidder Obligations

a) The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

b) The 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 the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

c) The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

d) The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

e) Bidders Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the DPDPA Compliance Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder , its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP.

47. Contract Commitment

The Bank intends that the contract for DPDPA Compliance software, which is contemplated herein with the Bidder, shall be after complete installation and operationalization of all branches/offices, for a period of 3 years comprising of a warranty for the initial 3 years and a maintenance contract for the 5 years

48. Information Ownership

a) All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

b) Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

c) Privacy & Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

49. Confidentiality

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

(a)relates to the Disclosing Party; and

(b)is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

(c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

(d)Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.
(e) “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.

(f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus five years.

(g)Nothing contained in this clause shall limit bidder from providing similar services to any third parties or reusing the skills, know how and experience gained by the employees in providing the services contemplated under this clause, provided further that the bidder shall at no point use the Bank’s confidential information or Intellectual property.

(h) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party: Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of DPDP Act 2023 Compliance Project.

The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors

is in accordance with the terms and conditions and requirements of this RFP; or Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

(i) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

(j) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;

(k) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

(l) Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

The restrictions in the preceding clause shall not apply to:

Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

SECTION VII - SOFTWARE SUPPORT & SERVICE LEVELS

General

1. The Bidder shall provide complete technical support for software problems (all licensed software provided by the Bidder as a part of this RFP or maintained by the Bidder as a part of this RFP) and or defect and non-defect related to Bank office automation products, systems and licensed applications.

2. The Bidder shall provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, management reporting and trend analysis and interfacing with other suppliers (as required) on behalf of the Bank.

3. Bidder shall provide a single-point-of-contact (via Helpdesk, E-mail address, web interface to log a service request) for Software support and respond to the initial request from the Bank within agreed service levels.

4. Bidder shall log any reported incident, identify it as defect or non defect related, and track it till resolution. For all incidents, the Bidder will ask the Bank to assign a severity/criticality rank and handle it according to Service Levels given.

5. During resolution of a reported problem, Bidder shall provide the Bank with periodic status updates and also provide the Bank with a report detailing the disposition of each reported problem, and other contents as desired by the Bank.

6. The Bidder shall provide for reasonable efforts using available resources to assist the End Users at the Bank with Software support for problem determination and resolution.

7. Bidder shall provide for all costs, including travel, incurred by the Bidder in providing the support as these costs shall be borne by the Bidder. The Bank will not be liable to pay any cost, expenses, charges, etc. under any circumstances.

Service Level Definitions

This Section describes the service levels that have been established for the Services offered by the Bidder to the Bank. The Bidder shall monitor and maintain the stated service levels to provide quality customer service to the Bank.

System availability is defined as:

{(Scheduled operation time – system downtime)/(scheduled operation time)} * 100%

Where:

“Scheduled operation time” means the scheduled operating hours of the System for the year. All planned downtime on the system would be deducted from the total operation time for the year to give the scheduled operation time.

“System downtime” subject to the SLA, means accumulated time during which the System is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.

1. The business hours are 8 AM to 8 PM on any calendar day the Bank’s branch is operational. The Bidder however recognizes the fact that the branches will require to work beyond the business hours on need basis and there are some branches which work on Sundays also.

2. Critical and Key infrastructure of Application Software and Database in Data Center and DR site will be supported on 24x7 basis.

4. Average uptime will be computed across all the servers, rather than on individual servers.

5. Response may be telephonic or onsite.

6. If any one or more of the Software components defined in “Critical” at the Data Center and the Disaster Recovery Facility are down resulting in non availability of DPDPA Compliance software, then the services listed in the availability measurements table shall be considered for calculating the downtime.

7. Typical Resolution time will be applicable only if Application Software and Database is down.

Level	Type of Infrastructure	Function / Technology	Typical Response & Resolution
I. Critical	Business Infrastructure	(a) Core Application Software on Application Servers (b) Core Database on Database Servers (c) Online Interface applications (d) Statutory reporting and MIS infrastructure	During business hours - Within 10 minutes. Non - business hours - Within 2 hours or earlier as per business hours if business hours begin.

Service Levels:

Service Levels will include Availability measurements and Performance parameters. Availability Report will be provided to the Bank by the Bidder at end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

I. Availability Measurements:

Level	**Type of Infrastructure**	**Measurement**	**Expected Service Level**
Critical	Business Infrastructure	Availability of Critical Business Infrastructure Elements.	99.95%
Key	Business Infrastructure	Availability of Key Business Infrastructure Elements	98%
Significant	Business Infrastructure	Percentage of incidents completed within defined resolution criteria	98%

All individual elements under respective level and type will be aggregated to arrive at the service level

II. Performance Measurements:

Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. Bidder representative will assist Bank in performing Performance Measurements.

Type of Infrastructure	Measurement	Expected Service Level
System Response Time	For DPDPA Compliance Application - Support agreed number of record per second.	99.9%
System Response Time	End to end response time should be < agreed number of second (end user to DPDPA Compliance application and back)	99.9%
System Response Time	End to End response time within the DC (from the DPDPA Compliance Application to the Database and back) should be < agreed number of ms (mille seconds)	99.9%
Down time for Servicing	Each planned down - time for application, database and operating system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. Also it will be scheduled in consultation with the Bank.	98%
Software Service Requests	Percentage of Software Service Requests concluded (patches, bug fixes, errors) within defined response-resolution window.	98%
Security Management	Percentage of updates to the Information Systems Security Policy (ISSP) and to the systems according to the ISSP	99.

The Bidder will provide the following service levels:

Key / Critical	Service Level Description	Measurement	Expected Service Level
Key	Functional Specification	The Bidder shall prepare a detailed functional specification documents for all products / services offered by the Bank, which will have to be agreed with the Bank for completeness and accuracy.	98%
Key	Mapping of functional specification with the application systems	The Bidder shall prepare a mapping report of all the functional specification with the proposed application system along with gaps, size of gap and resolutions (if any). The mapping report will have to be prepared, signed and agreed upon within 20 working days from the date of award of contract	98%
Key	Technical Specifications	The Bidder shall prepare and submit to the Bank the technical specifications of all products / applications supported, managed /installed along with the functional specifications document	98%
Key	Updation of Functional specifications document	The Bidder shall update all the functional specifications within 4 working days after a modification, enhancement, upgradation / new functionality has to been incorporated in the application systems.	98%
Key	Updation of Technical specifications document	The Bidder shall update all the technical specifications within 4 working days after a modification, enhancement, upgradation / new functionality	98%

		has been incorporated in the application systems.	
Critical	Gap resolution	All gaps observed in the functional specifications, current system study, training, business process reengineering, parameterization, testing and pilot implementation shall be resolved within defined and mutually agreed time frames	99%
Critical	Bug reporting	The Bidder shall ensure that all bugs reported by the users / testing team will be duly logged and assigned a unique ID for reference purposes. Users shall be informed about the reference ID maximum within 10 minutes from recording the complaint	99%
Critical	Bug resolution	The Bidder shall ensure that all bugs reported by the users / testing team will be duly resolved maximum within 7 calendar days	99%
Critical	Modification / Enhancements Resolution	The Bidder shall ensure that all modifications, enhancements reported by the Bank will be duly sized, agreed with the Bank and resolved as per the agreed timeframes	99%
Critical	Data Extraction / Migration/	The Bidder will be responsible to validate and clean data before upload to the production system. Any data related problems during / after data extraction ,migration will be resolved by the Bidder. The Bidder will be responsible for the entire data exercise.	98%
Key	Testing	The Bidder shall perform unit, regression and integration testing at his end before	98%

		handing over the applications to the Bank. The Bidder shall provide to the Bank their test cases and results of testing. Only upon agreement from the Bank for the completeness / accuracy of the reports delivered by the Bidder will the systems and applications be handed over to the Bank.	
Critical	Product Parameter settings	The Bidder will be responsible for the product parameter settings / modifications for various applications.	99%
Key	Interface identification and development	The Bidder will identify and develop interfaces to the existing / proposed Systems to meet the functional requirements of the Bank. The interface identification will have to done by the Bidder and agreed with the Bank within 10 days from awarding the contract.	98%
Critical	Documentation	The Bidder shall update all the relevant system and user documentation as and when changes and / or updations are carried out.	99%

Penalties:

The Bidder will provide the solution as per the service levels specified in this Schedule. In case these service levels cannot be achieved or the inability of the proposed solution to meet the scope of work as defined in the RFP document, delay in pilot implementation and roll out or deliver the required functionality at service levels defined in this schedule at the specified volumes (including the expected increase in volumes) shall result in a breach of contract and invoke the penalty clause.

The penalty for software & services would be proportionate to 1 % of the contract value for services below each percentage point of the specified expected service level, per month on an average of the incidences below the expected service level or part thereof of delay or non-compliance by the Bidder, for that particular service. For any service, the penalty will not exceed the value of the service. However, total of such penalties shall not

exceed 10% of the overall contract value. Even Bank may exercise its right to cancel the contract and the amount paid if any, will be recovered with 1.25% interest per month.

Annexure A – Tender Offer Covering Letter

Date:
Tender Reference No.:

To,
The Chief Executive Officer,
The Akola Janata Commercial Co-operative Bank Ltd,
Head Office, “Janaibhav”, Old Cotton Market,
Akola – 444 001

Dear Sir,
Having examined the Request For Proposal (RFP) documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver_____ (Product Name and Version) in conformity with the said RFP in accordance with the Schedule of Prices attached in the commercial offer and made part of this RFP.
This is to confirm that
1. Our absolute and unqualified acceptance of the Terms and Conditions laid down in the tender document.
2. All the information furnished is true and agree to furnish the requisite documentary evidence within the time prescribed.
3. We undertake to arrange for the visit to our Client sites or our Sub Contractors site or its client site as desired by the Bank.
4. We understand that your Bank has absolute rights to accept or reject our bid without assigning any reasons.
5. The bid submitted by us is valid for 120 days from the date of opening of tender.
6. We are having the complete IPR (Intellectual Property Rights) to the product being offered and there are no legal claims on the software for the IP.

We agree to abide by this tender offer till 120 days from the date of tender opening and shall remain binding upon us and may be accepted at any time on or before the expiration of that period. Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any offer you may receive.
Dated this _____ day of _____2026
Signature: _____
(in the Capacity of:) _____
Duly authorised to sign the tender offer for and on behalf of _____

Annexure B : Bid Security Form

Option I : If remitted to Bank through NEFT.

We have remitted Rs.5000/- in your account no.001103303000001 vide UTR no. _____ dated _____ towards bid security.

Option II : If Demand Draft Issue to the Bank.

We have issue a demand draft of Rs.5000/- favor of The Akola Janata Commercial Co-Operative Bank.Ltd., Akola vide demand draft no. _____ dated _____ towards bid security.

Place:

(Authorised Signatory)

Date :

Annexure C - Bidder Company Details

Bidder Company Details		
Sn.	**Information Required**	**Details / Response**
1.	Company Name	
2.	Date of Incorporation (Please enclose company registration certificate)	
3.	Company Head Office address • Contact person(s) • Phone Number • E-mail Address • Website :	
4.	Name of CEO / MD	
5.	Ownership Structure (Proprietorship / Partnership / Pvt. Ltd. / Public Ltd.)	
6.	Number of Employees by Function • Development • Technical Support • Testing • Implementation • Management	
7.	Whether developer holding IPR for the proposed solution? Or authorized partner?	
8.	Brief Details of the key personnel to be associated with the project and their roles and responsibilities , previous experience	
9.	State pending or past litigation if any within the last 3 years with details and explain reasons. Please also mention any claims /complaints received in the last three years	

10.	Any quality certifications like ISO 9001 ISO 27001 CMMI (Pl enclose copies of certificates)		
11.	Business Details (Rs. in Lacs) Financial Year • 2025-26 • 2024-25 • 2023-24	Turnover	Net Profit
12.	Enclose copies of audited Balance sheet and P/L Account for the last three years		
13.	Bidder PAN number (Pl enclose supporting document)		
14.	Bidder GST number (Pl enclose supporting document)		

Place:

(Authorised Signatory)

Date :

Annexure D – Third Party Details (if applicable)

Sub-Contractor for Product / Services :		
Sn.	**Information Required**	**Details / Response**
1.	Company Name	
2.	Date of Incorporation	
3.	Company Head Office address • Contact person(s) • Phone Number • E-mail Address • Website :	
4.	Name of CEO / MD	
5.	Ownership Structure (Proprietorship / Partnership / Pvt. Ltd. / Public Ltd.)	
6.	List of Products / Services Provided	
7.	List of Customers to whom similar services provided	

(Authorised Signatory)

Date :

Annexure E –Product Brief

Product Details		
Sn.	**Information Required**	**Details**
1.	Name of the product	
2.	Current version and release date	
3.	Browser compatibility details	
4.	Technology used for product development	
5.	Is it open to all RDBMS? If no, specify the requirements with DC & DR replication requirements.	
6.	Is it open to all operating systems ? If no, specify the requirements.	
7.	List of packages / modules sourced from third parties and offered as part of solution.	
8.	Has the offer product undergone VAPT audit? Please mention name and year of audit.	

Place:

(Authorised Signatory)

Date :

Annexure F - Consolidated Track Record of offer product Installations

(Only Cooperative Banks)

S.No.	Name of the Client Bank	Number of Branches	Order Date	Date of Go Live	List of Modules Implemented	List of Bidder's Digital Products Implemented
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Place:

(Authorised Signatory)

Date :

Annexure G - Bidder Client Details

Reference Site Details : Live Sites : List at least two live sites (preferably UCBs) using the proposed Software solution. Include separate sheet for each site.		
Reference Site Name :		
Sn.	Particulars	Information
1.	Name of Client	
2.	Name of Contact Person & Telephone No.	
3.	Years of live operations	
4.	Duration required for implementation	
5.	Number of Branches of user Client	
6.	Total number of users using propose software solution	
7.	Server OS, RDBMS and Client OS used	
8.	Whether Browser technology implemented?	
9.	Average record process per day in total	
10.	List of modules implemented	
11.	List of Integration with existing banks application	
12.	Any other highlight of the Client Site	

Place:

(Authorised Signatory)

Date :

Annexure H : Statement for Fulfilling Eligibility Criteria

Sn.	Eligibility Criteria	Evidence
1.	Bidder must be a company registered under the Indian Companies Act 1956 and operational for last 3 years in the field of banking software in general and Privacy application in particular.	Certificate of incorporation.
2.	Bidder should have annual turnover of at least Rs. 2 Crores for last three financial years 2023-24, 2024-25, 2025-26.	CA certified turnover certificate. Audited Balance Sheets and P&L of last three financial years.
3.	Bidder should be a profit making company for last financial years 2025-26.	Net worth certificate from CA.
4.	Have you been put on holiday list, debarred and/or black listed by the Central / any of the State Governments in India or Financial Institutions in India?	Self declaration on company letter head.
5.	Bidder has solely developed offer product software and has relevant IPR in its name.	Copy of relevant documents.
6.	The offer product solution by the Bidder should confirm to the requirements of the IT Act 2008 as amended and Digital Personal Data Protection Act (DPDPA).	Self declaration on company letter head.

Place:

(Authorised Signatory)

Date :

Annexure I : Hardware Specifications & System Requirement

Consider redundancy factor where ever necessary

A. Primary Site at Data Center

Sn.	Item	Qnty	Specifications
1.	Database Server (Production Server) Detailed specifications with CPU, RAM, Hard Disk, Gigabit Ethernet Card, Network Operating System		
2.	RDBMS Software for Production (Non ASFU). Core based license requirement to be mentioned.		
3.	Storage space for Production Database		
4.	Application Servers with detailed specifications with CPU, RAM, Hard Disk, Gigabit Ethernet Card, Network Operating System		
5.	Backup Server with detailed specifications with CPU, RAM, Hard Disk, Gigabit Ethernet Card, Network Operating System		
6.	Test Server with detailed specifications with CPU, RAM, Hard Disk, Gigabit Ethernet Card, Network Operating System		
7.	Any other tool required for any of the Servers		
8.	Any other Item required for the solution being offered		

B. Disaster Recovery Site

Similar list for DR site is expected.

C. Branch Site System Requirement

Sn.	Item	Specifications
1.	Branch Desktops with CPU, Memory, Operating System, Browser	
2.	Any Other Item	

(Note - Apart from above indicative list, you can suggest any other item with configuration)

We have considered business volumes as mentioned in Annexure I after considering existing hardware of bank while recommending hardware sizing.

Place:

Date : **Authorized Signatory**

Annexure J : Project Implementation Plan

Sn.	Name of Activity	Time Required	Onsite Resources Deployed

Place:

Date : **Authorized Signatory**

Annexure K - Terms & Conditions Deviation Statement

The following are the particulars of only deviations from the requirements of the tender specifications:

S.No.	Page No. & Term No.	Short Description of the Terms & Conditions	Detailed explanation about deviation, if not complied

All other technical specifications not mentioned in deviation statement confirm to the specifications as per the bid document.

Place:

(Authorised Signatory)

Date :

Annexure L : Functional & Technical Requirements

1. DPDPA GOVERNANCE FRAMEWORK

The governance framework established under this section shall serve as the overarching governance framework for the policies, procedures and operational controls specified elsewhere in this RFP.

Detailed policies and procedures listed under Annexure L point no. 38 shall constitute the documented outputs of this governance framework and shall not be treated as duplicate governance scope.

The selected bidder shall assist the Bank in establishing:

- Privacy governance structure
- Privacy roles and responsibilities
- Data ownership
- Data stewardship
- Data processing governance
- Privacy policies
- Data protection policies
- Data retention policies
- Data breach policy
- Data principal rights procedures
- Third-party processing policy
- Consent policy
- Data deletion policy
- Privacy risk management framework

2. DATA DISCOVERY

This section shall constitute the master functional requirement for Data Discovery.

References to Data Discovery in the Implementation Methodology, POC, Evaluation, Commercial Response and Technology Architecture sections shall be treated as validation or delivery references to this requirement and shall not constitute additional standalone scope

The proposed technology shall provide automated discovery of personal data across relevant Bank environments.

The solution should support discovery across

- Databases
- File systems and File shares
- Endpoints
- Servers
- Email repositories
- Cloud storage
- SaaS applications
- Backup repositories
- Structured data
- Unstructured data

The solution should identify:

- Personal data
- Customer information
- Financial information
- Identification information
- Contact information
- Authentication information
- Employee information
- Sensitive business information

3. DATA CLASSIFICATION

The solution shall provide automated and configurable data classification.

The Bank shall be able to define:

- Data categories
- Sensitivity levels
- Personal-data categories
- Confidentiality levels
- Criticality
- Business ownership
- Regulatory classification

The classification engine should support policy-driven classification and configurable classification rules.

4. DATA INVENTORY, PERSONAL DATA INVENTORY

Data Inventory: shall identify technical and business data assets and their locations.

Personal Data Inventory: shall identify personal data categories, data elements, Data Principal categories and locations.

The solution shall maintain a central inventory covering:

- Data type
- Data assets
- Personal data
- Data elements
- Data locations
- Data custodian
- Classification
- Data owner
- Application
- Database
- Processor
- Retention period
- Classification
- Risk
- Security controls

The inventory should be continuously updated.

5. PROCESSING INVENTORY, PROCESSING BASIS REGISTER, DATA MAPPING AND DATA FLOW MAPPING

Processing Inventory: shall identify processing activities, purposes, processing basis, applications, Data Fiduciaries, Data Processors, data flows, retention and applicable controls.

The proposed solution shall maintain a Processing Basis Register for all processing activities undertaken by the Bank and shall map each processing activity to its applicable lawful processing basis under the DPDP Act, 2023, including consent, personal-data processing through APIs, middleware, mobile applications, internet banking, payment channels ,system-to-system interfaces and applicable legitimate uses or other legally permissible grounds.

The solution shall maintain supporting evidence, purpose, data category, Data Principal category, application, Data Fiduciary, Data Processor, processing location, retention period and applicable controls for each processing activity.

The bidder shall establish data-flow mapping covering: **Collection, Processing, Storage, Usage, Sharing, Transfer, Retention, Deletion**

The solution should identify:

- Processing purpose
- Processing activities
- Processing purposes
- Lawful processing basis
- Data Fiduciary
- Data Processor
- Processing location
- Processing flow
- Data lifecycle
- Internal data flows
- External data flows
- Third-party processors
- Cloud flows
- Application flows
- Cross-system flows

6. CONSENT MANAGEMENT AND CONSENT WITHDRAWAL

Consent capture, consent recording, consent evidence, consent status, consent withdrawal, downstream propagation and withdrawal evidence shall be treated as one integrated Consent Management capability and shall not be considered separate standalone scope items.

6.1. CONSENT MANAGEMENT

The Consent Management capability shall ensure that consent is freely given, specific, informed and unambiguous, obtained through clear affirmative action, linked to a specified processing purpose, and supported by complete consent evidence demonstrating the notice presented, consent language/version, purpose, personal-data categories, date/time, channel, identity/reference and consent status

The solution shall support:

- Consent capture

- Consent recording
- Verifiable parental/Guardian consent capture for children and person with a disability
- Consent status
- Consent purpose
- Consent timestamp
- Consent withdrawal
- Consent history
- Consent evidence
- Consent reporting
- Consent record retention period and consent evidence retention
- Re-consent/re-notification when processing purpose or notice materially changes

Where consent is not the applicable lawful basis/ground for processing, the solution should support appropriate recording of the relevant processing basis and associated evidence.

6.2. CONSENT WITHDRAWAL

Withdrawal of consent shall be capable of being exercised through an interface that is as easy as the mechanism used for giving consent. The solution shall propagate the withdrawal instruction to all relevant downstream applications, Data Processors and processing activities without undue delay and shall generate evidence of successful propagation, failed propagation, exception handling and remediation

The system should support: **Request, Validation, Approval/Processing, Withdrawal, Downstream Propagation, Evidence**

The Bank shall be able to demonstrate consent history during audits. The solution shall maintain auditable evidence demonstrating the notice presented, consent requested, purpose, personal data category, consent action, date and time, channel, version of notice/consent language, identity or customer reference, withdrawal history and downstream enforcement status.

7. PRIVACY NOTICE AND PRIVACY POLICY MANAGEMENT

The bidder shall ensure that the privacy notice management capability complies with Section V of the DPDP Act, 2023 and Rule 3 of the DPDP Rules, 2025. The solution shall support clear and plain-language notices presented independently of other information and shall maintain an itemized description of the personal data, specified purpose or purposes of processing, applicable goods, services or uses enabled by the processing, and the prescribed mechanism for exercising Data Principal rights and withdrawing consent.

The requirements relating to Rule 3 privacy notice compliance listed elsewhere in this RFP shall be implemented as part of the Privacy Notice and Privacy Policy Management capability and shall not be treated as a separate standalone scope item.

The platform shall support:

- Privacy policy repository
- Policy version control
- Policy approval
- Policy ownership
- Policy review
- Policy acknowledgement
- Policy exceptions
- Evidence
- Evidence integrity/tamper protection

The bidder shall assist the Bank in developing/reviewing required privacy policies and procedures.

8. DATA PRINCIPAL RIGHTS MANAGEMENT

Data Principal Nomination Management is a component of Data Principal Rights Management and shall not constitute a separate standalone commercial scope

Access, correction, updating, erasure/deletion, consent withdrawal, grievance Redressal and nomination-related workflows, wherever applicable, shall be treated as components of Data Principal Rights Management.

The solution/service shall support workflows for applicable requests relating to:

- Access
- Data Principal rights management
- Correction
- Updating
- Erasure/deletion
- Consent withdrawal
- Data Principal grievance Redressal mechanism in accordance with Section 13 of the DPDP Act, 2023 and applicable provisions of the DPDP Rules, 2025
- Other applicable statutory rights

The platform shall maintain:

- Request

- Identity verification
- Owner
- SLA
- Action
- Evidence
- Closure
- Data Principal rights to obtain information on Data Fiduciaries/Data Processors with whom data was shared.

9. DATA RETENTION, DELETION AND BACKUP/REPLICA DELETION (Master Functional Requirement)

The solution shall provide end-to-end orchestration of personal data retention and deletion across the Bank's source systems, databases, applications, replicas, downstream systems and applicable Data Processors, subject to statutory, regulatory, contractual, legal-hold and other lawful retention requirements. The solution shall generate evidence of deletion, exceptions and completion.

End-to-end deletion, backup/restore deletion, replica deletion and downstream deletion are master scope of Section V and components of this capability and shall not be treated as separate standalone scope items.

The bidder shall assist in defining:

- Retention periods
- Business retention requirements
- Regulatory retention requirements
- Legal holds
- Deletion requirements
- Disposal procedures
- One-year log retention
- Deletion verification across backup, replica and downstream systems

The technology should identify data that has exceeded defined retention periods.

10. DATA LOSS PREVENTION / DATA CONTROL

DLP/Data Control is a component of the Data Protection and Security Safeguards capability specified elsewhere shall not constitute a separate duplicate commercial scope.

The proposed solution shall provide or integrate with DLP/Data Control capabilities.

The solution should support:

- Sensitive-data identification
- Data movement monitoring
- Data exfiltration detection
- USB monitoring
- Email monitoring
- Web upload monitoring
- Endpoint data control
- Network data monitoring
- Policy-based blocking
- Alerting
- Incident generation

The objective is to strengthen protection against unauthorized data movement and leakage.

11. PERSONAL DATA / PII DISCOVERY AND EXPOSURE IDENTIFICATION

This capability shall form part of the overall Data Discovery and Data Classification capability. PII discovery, personal data identification and exposure identification shall not be treated as duplicate or independent discovery scope where the same data sources and discovery engine are used.

The solution should support automated discovery of:

- PII
- Financial information
- Customer information
- Employee information
- Health-related information, where applicable
- Other sensitive information

The platform should provide:

- Discovery
- Classification
- Exposure identification
- Risk assessment
- Reporting

12. DATA PROTECTION AND SECURITY SAFEGUARDS

The bidder shall implement and demonstrate compliance with the reasonable security safeguards prescribed under Rule 6 of the DPDP Rules, 2025. The solution and associated services shall support appropriate technical and organizational measures including encryption, obfuscation, masking or virtual tokens, access controls, logging and monitoring, backup and business continuity, contractual security safeguards for Data Processors, and other safeguards prescribed under applicable law.

DLP/Data Control, encryption, masking, access control, monitoring, endpoint, network, database and backup protection shall be treated as components of the overall Data Protection and Security Safeguards capability.

DLP/Data Control and IAM/PAM are supporting technical control domains of the overall Data Protection and Security Safeguards capability and shall not be interpreted as separate duplicate data protection platforms or standalone commercial scope.

The bidder shall assist in implementing appropriate controls for:

- Access control
- Encryption
- Data masking
- Data minimization
- Data loss prevention
- Data monitoring
- Privileged access
- Endpoint protection
- Network protection
- Database protection
- Backup protection
- Data accuracy, completeness and consistency control

The bidder shall perform periodic control effectiveness testing and provide evidence demonstrating the effectiveness of each applicable Rule 6 safeguard

13. PRIVILEGED ACCESS / IAM

The proposed solution should integrate with:

- IAM
- Active Directory
- PAM
- MFA
- Privileged accounts
- Service accounts

The platform should correlate identity activity with data-access activity.

14. PERSONAL DATA BREACH MANAGEMENT AND REGULATORY NOTIFICATION

The bidder shall provide an end-to-end Personal Data Breach Management workflow aligned with Section 8 of the DPDP Act, 2023 and Rule 7 of the DPDP Rules, 2025.

The workflow shall support detection, validation, classification, impact assessment, containment, investigation, evidence preservation, escalation and regulatory notification. Where applicable, the workflow shall support notification to the Data Protection Board of India without delay, notification to affected Data Principals without delay, and submission of the detailed information required by Rule 7 within the prescribed period, including 72 hours or such extended period as may be permitted by the board.

Board notification, Data Principal notification and Processor/Sub-Processor notification shall be treated as components of the Personal Data Breach Management capability and shall not constitute separate standalone scope items.

The bidder shall establish a documented personal-data breach management process covering:

1. Detection
2. Validation
3. Classification
4. Impact assessment
5. Containment
6. Investigation
7. Notification/escalation where applicable
8. Evidence preservation
9. Corrective action
10. Root Cause Analysis

11. Lessons Learned

The solution should integrate breach events with the Bank's SOC solution.

15. DPIA / PRIVACY RISK IMPACT ASSESSMENT/ SIGNIFICANT DATA FIDUCIARY COMPLIANCE SUPPORT

Where the Bank is notified or otherwise required to comply as a Significant Data Fiduciary, the bidder shall support the applicable SDF obligations, including DPO support, DPIA, annual DPIA, independent audit support and related evidence and reporting requirements.

SDF-specific requirements shall apply only where applicable to the Bank and shall not constitute mandatory SDF scope where the Bank is not subject to such requirements.

The bidder shall provide a structured process/tool for:

- Privacy risk identification
- Data-processing assessment
- Risk scoring
- Control assessment
- Mitigation
- Approval
- Evidence
- Review

The platform should maintain DPIA/assessment history, annual SDF DPIA and independent audit responsibility once every 12 months.

16. THIRD-PARTY / DATA PROCESSOR MANAGEMENT

The bidder shall ensure that all Data Processor and Sub-Processor agreements contain enforceable provisions covering processing only for authorized purposes and documented instructions of the Bank, confidentiality, reasonable security safeguards, breach notification, assistance with Data Principal rights, DPIA and audit requirements, sub-processor controls, data return/deletion, regulatory cooperation and termination obligations

The bidder shall notify the Bank and obtain the Bank's prior approval, where contractually applicable, before onboarding any new Sub-Processor that will process Bank Personal Data

The solution shall support management of:

- Vendors
- Data processors
- Service providers
- Cloud providers
- Technology partners
- Outsourced service providers

The bidder shall assist in:

- Vendor privacy assessment
- Data-processing inventory
- Contract/control review
- Risk scoring
- Evidence management
- Periodic reassessment
- Processor/sub-processor audit and inspection rights

17. AI GOVERNANCE & AI DATA RISK

This section shall constitute the master functional requirement for AI Governance and AI Data Risk. AI-related requirements appearing in the architecture, POC, scoring and implementation sections shall be treated as validation or delivery references to this capability.

The solution shall support AI-related:

- AI asset discovery
- AI application inventory
- AI data-flow visibility
- AI risk assessment
- Sensitive-data exposure
- Shadow AI identification
- AI governance
- AI security
- AI policy management
- AI compliance evidence

The Bank should be able to identify where personal or confidential information is being used by AI-enabled applications, algorithmic due diligence and assessment of risk to data principal rights

18. CONTINUOUS COMPLIANCE ENGINE

This section shall constitute the master functional requirement for Continuous Compliance Management. The Clause-Level DPDP Act/Rules Control Matrix, control testing, automated evidence collection, evidence repository, gap management, remediation tracking, compliance dashboards, audit trail and regulatory change management shall be implemented as components of this capability.

In Annexure-M Point no. 25 to 31 define supporting functional components of the continuous compliance capability and shall not constitute separate platforms, duplicate scope or separate commercial line items. References to these capabilities elsewhere in the RFP shall not create separate standalone scope or commercial line items unless specifically identified as an independent service.

The bidder shall establish and maintain a clause-level compliance matrix covering every applicable provision of the Digital Personal Data Protection Act, 2023 and Digital Personal Data Protection Rules, 2025. The matrix shall map each statutory requirement to Bank policy, process, system control, control owner, evidence, testing methodology, compliance status, risk, exception, remediation and review frequency. Regulatory amendments and newly applicable provisions shall be incorporated through a documented regulatory change management process

The bidder shall provide an integrated:

Continuous Compliance Engine

Capable of continuously assessing the status of applicable controls.

The engine shall support:

- Control library
- Control mapping
- Automated evidence collection
- Evidence repository
- Control testing
- Gap identification
- Risk scoring
- Exceptions
- Remediation tracking
- Compliance dashboards
- Audit trail
- Periodic reporting

The proposed solution may comprise a Continuous Compliance Engine or equivalent technology capable of meeting the functional, technical, security and regulatory requirements specified in this RFP.

19. COMPLIANCE FRAMEWORK MAPPING

Compliance Framework mapping is a component of the Continuous Compliance capability and shall not constitute a separate standalone implementation scope

The Continuous Compliance Engine should support mapping to applicable:

- DPDP Act / DPDPA
- RBI cybersecurity requirements
- CERT-In requirements
- ISO 27001
- NIST Cybersecurity Framework
- NIST Privacy Framework
- NIST AI Risk Management Framework
- PCI DSS, where applicable
- Bank's internal policies
- Applicable future regulatory requirements

The bidder shall maintain a control-to-framework mapping matrix.

20. COMPLIANCE SCORE

The Compliance Score shall be generated from the controls, evidence, exceptions, risk, gaps, remediation and control effectiveness maintained by the Continuous Compliance capability.

The platform shall provide a dynamic:

DPDPA Compliance Score

based on:

- Controls
- Evidence
- Exceptions
- Risk
- Open gaps
- Remediation
- Control effectiveness

21. COMPLIANCE REPORTING

Board, CISO/DPO and Audit dashboards are reporting views of the underlying compliance, evidence and risk data and shall not be treated as separate compliance engines or duplicate scope.

The system shall provide:

Board Report

- Overall compliance score
- Critical gaps
- High-risk exceptions
- Open remediation
- Data-risk posture
- Breach summary

CISO / DPO Dashboard

- DPDPA controls
- Data discovery
- Classification
- Consent
- DLP
- Breach incidents
- Third-party risk
- DPIA
- Compliance status

Audit Dashboard

- Control
- Requirement
- Evidence
- Owner
- Status
- Exception
- Remediation

22. EVIDENCE MANAGEMENT

Evidence Management is a component of Continuous Compliance Management and shall support evidence collection, integrity, ownership, timestamping, versioning, retention and control mapping. It shall not be treated as a separate compliance framework.

The bidder shall ensure that applicable logs of access, monitoring, security events and other relevant processing activities are securely retained for the period prescribed under applicable law and regulatory requirements, including a minimum period of one year where required under Rule 6 and Rule 8(3) of the DPDP Rules, 2025. Logs shall be protected against unauthorized alteration, deletion or destruction and shall remain available for investigation, audit and regulatory inspection.

The Continuous Compliance Engine shall provide:

- Automated evidence collection
- Evidence repository
- Evidence ownership
- Evidence timestamp
- Evidence validity
- Evidence expiry
- Evidence versioning
- Audit trail
- Evidence-to-control mapping

The objective is to reduce dependency on manual evidence collection during audit cycles, consistent with the attached business proposition.

23. REMEDIATION MANAGEMENT

Remediation Management shall operate on gaps identified through the Continuous Compliance, Privacy Risk, Security, DPIA and Audit processes and shall not constitute an independent duplicate assessment activity.

The system shall provide: **Gap , Risk , Owner, Action, Target Date, Status, Evidence, Closure**

The Bank shall be able to track:

- Open gaps
- Overdue gaps
- Critical gaps

- Department-wise gaps
- Control-wise gaps
- Risk-wise gaps

24. EXCEPTION MANAGEMENT

The solution shall provide:

- Exception request
- Business justification
- Risk assessment
- Approval
- Expiry
- Compensating controls
- Review
- Closure

Expired exceptions should automatically generate alerts.

25. CONTINUOUS MONITORING

Continuous Monitoring shall monitor the controls and capabilities established under this RFP and shall feed alerts, exceptions, risks and remediation items into the applicable operational workflows.

The system should continuously monitor:

- Data discovery status
- Data classification
- DLP status
- Security controls
- Consent
- Privacy controls
- Compliance controls
- Evidence status
- Open remediation
- Exceptions
- Third-party risks

26. INTEGRATION WITH SOC

SOC integration is an integration capability and shall not duplicate the Managed SOC service requirement specified under Annexure-L point no.27

The DPDPA Compliance solution/platform shall integrate with the Bank's cybersecurity operations.

This shall enable: **Cyber Protection + Data Protection + Continuous Compliance**

27. MANAGED SERVICES

The managed services specified in this section constitute the ongoing operational service scope. Functional capabilities described in earlier sections shall be implemented and subsequently operated through these managed services where applicable.

The selected bidder shall provide managed services covering or provide alternative options:

Privacy Operations

- Data discovery monitoring
- Classification monitoring
- Consent monitoring
- Privacy-risk monitoring
- Compliance monitoring
- Evidence monitoring

Cybersecurity Operations- where opted by the Bank

- 24x7 SOC
- Security monitoring
- Incident management
- Threat hunting
- Incident response
- XDR monitoring

Compliance Operations

- Continuous compliance
- Evidence management

- Control assessment
- Gap management
- Reporting

28. SERVICE PROVIDER-STYLE INTEGRATED SERVICE MODEL

This section is architectural and service-model guidance only and shall not create additional scope beyond Section V and the detailed functional requirements of this RFP.

The bidder shall provide an integrated service model covering the master scope areas defined in Section V, supported by appropriate technology, implementation services and managed services.

The bidder may propose a single platform, multiple integrated platforms or equivalent technologies. The bidder shall demonstrate how the components operate together and how data, controls, evidence, alerts, risks and remediation activities are integrated.

The Bank shall evaluate the proposed solution against the mandatory functional outcomes, integration capability, security controls, interoperability, operational requirements and total cost of ownership. No specific product, manufacturer, proprietary architecture or marketing terminology shall be mandatory unless expressly justified and approved by the Bank.

The preferred service model shall combine or bidder can propose alternative model as per RFP requirement :

1.Data Protection

2. Cyber Protection

3.AI Governance

4.Continuous Compliance

5.Managed Services

29. IMPLEMENTATION METHODOLOGY

The following implementation phases describe the delivery methodology for the master scope defined in Section V. Activities listed under each phase are implementation activities and shall not be interpreted as additional standalone scope items.

Phase 1 – Initiation

- Project initiation
- Stakeholder identification
- Governance structure
- Scope confirmation

Phase 2 – DPDPA Assessment

- Current-state assessment
- Process assessment
- Technology assessment
- Policy assessment
- Gap assessment

Phase 3 – Data Discovery

- Data-source identification
- Discovery
- PII identification
- Data inventory

Phase 4 – Classification

- Classification policy
- Data categorization
- Ownership
- Risk scoring

Phase 5 – Data Mapping

- Processing inventory
- Data flows
- Data processors
- Data lifecycle
- Privacy-by-Design assessment and control implementation, where applicable

Phase 6 – Control Implementation

- Privacy controls
- Data protection
- DLP
- IAM/PAM

- Consent
- Retention
- Breach management

Phase 7 – Compliance Engine

- Control library
- Framework mapping
- Evidence
- Dashboard
- Reporting

Phase 8 – Testing

- Control testing
- UAT
- Evidence validation
- Reporting validation

Phase 9 – Go-Live

- Production deployment
- Managed monitoring
- Governance

Phase 10 – Continuous Compliance

- Continuous assessment
- Evidence
- Gap management
- Reporting
- Improvement

30. EXPECTED DELIVERABLES

The deliverables listed below are outputs of the master scope areas defined in **Section V**. A register, framework, dashboard, report or assessment listed below shall not be interpreted as a separate standalone product or independently chargeable scope item where it is generated as part of an existing functional capability.

The bidder shall deliver:

1. DPDPA Current-State Assessment
2. DPDPA Gap Assessment
3. Data Inventory, Personal Data Inventory and Processing Inventory
4. Data Classification Framework
5. Data Flow Maps
6. Consent Framework
7. Privacy Policy Framework
8. Data Retention Framework
9. Data Deletion Framework
10. Data Breach Management SOP
11. Data Principal Rights SOP
12. DPIA Framework
13. Third-Party Privacy Risk Framework
14. Data Protection Control Framework
15. DLP/Data Control Policies
16. AI Governance Framework
17. DPDPA Control Matrix
18. Continuous Compliance Dashboard
19. Evidence Repository
20. Compliance Reports
21. Gap & Remediation Register
22. Management Dashboard
23. Audit Dashboard
24. User Training
25. Awareness Programs
26. Operating Procedures
27. Annual Compliance Review
28. Processing Basis Register
29. Data Sharing Register
30. Data Principal Rights Management Register
31. Consent Register and Consent Withdrawal Evidence
32. Data Retention & Deletion Register
33. Personal Data Breach Register and Notification Evidence
34. Data Processor / Sub-Processor Register
35. Processor / Sub-Processor Contractual Compliance Matrix
36. Data Principal Grievance Register
37. Data Principal Nomination Management Register
38. Child Data and Guardian Consent Compliance Framework
39. DPIA Assessment Reports and DPIA Register
40. SDF Compliance Assessment and Annual DPIA / Independent Audit Report, wherever applicable
41. Regulatory Applicability and Exemption Register

42. Regulatory Change Impact Assessment Register
43. Privacy-by-Design Assessment Records
44. Data Transfer / Cross-Border Transfer Register
45. DPDPA Control Testing and Control Effectiveness Reports
46. Compliance Evidence Integrity and Provenance Register
47. Annual DPDPA Compliance Certificate / Management Attestation
48. SOC Integration with bank existing system

31. POLICY & PROCEDURE DOCUMENTATION

The policies and procedures listed under this section shall constitute the detailed policy deliverables arising from the Governance Framework.

The bidder shall assist the Bank in developing/reviewing:

- Privacy Policy
- Data Protection Policy
- Data Classification Policy
- Data Retention Policy
- Data Deletion Policy
- Consent Management Policy
- Data Breach Policy
- Data Principal Rights Procedure
- Third-Party Data Processing Policy
- DPIA Procedure
- Privacy Incident Response Procedure
- AI Governance Policy
- Data Access Policy
- DLP Policy
- Information Security Policy

32. TRAINING & AWARENESS

The bidder shall conduct training for:

Board / Senior Management

- DPDPA obligations
- Cyber/data risk
- Governance

Employees

- Personal-data handling
- Privacy
- Phishing
- Data leakage
- Secure data handling

IT/Security

- Data discovery
- DLP
- Data protection
- Incident response

DPO / Privacy Team

- Compliance management
- Evidence
- Data principal requests
- DPIA
- Breach management

33. SOC INTEGRATION REQUIREMENT (OPTIONAL)

SOC capability may be provided by the bidder directly or through an eligible consortium/technology/service partner or it can be integrated with existing SOC system.

Where SOC services are opted by the Bank, the bidder shall provide or integrate 24x7x365 managed SOC capabilities, either directly or through an eligible consortium/technology/service partner, or integrate with the Bank's existing SOC.

- L1 Analysts
- L2 Analysts
- L3 Security Engineers
- Threat Hunters
- Incident Response
- Security Engineering
- SOC Management

34. INDIA DC / DR REQUIREMENT

The bidder shall comply with the India-based DC, DR, hosting, processing and data residency requirements specified under Sections-III point no. 3.5 and 3.6.

The bidder shall provide the required evidence and declarations as part of the bidder documentation and implementation activities. This section does not create a separate scope item and shall be read together with Sections-III point no. 3.5 and 3.6..

The bidder shall provide evidence of infrastructure ownership/operation or authorized hosting arrangement. Where cloud infrastructure is used: **Primary DC and DR cloud regions shall be within India.** Bank data, personal data, compliance evidence and security logs shall remain within India.

35. SECURITY CERTIFICATIONS

The personnel and certification requirements under this section are bidder qualification and service staffing requirements and shall not constitute separate functional scope.

The bidder shall provide details of applicable:

- ISO 27001
- SOC 2
- Information Security certifications
- Cybersecurity certifications
- Privacy certifications
- Individual security certifications

36. KEY PERSONNEL

The bidder shall nominate:

Role	Requirement
Program Manager	1
DPDPA/Privacy Lead	1
Data Protection Consultant	1
Data Discovery Specialist	1
Compliance Lead	1
SOC Manager	1-Required where SOC service is opted
Security Architect	1

Incident Response Lead	Dedicated/Shared
SOC Analysts	24x7, where SOC service is opted
Security Engineers	Adequate
AI Governance Specialist if applicable	Dedicated/Shared

Note : Where SOC services are opted by the Bank, the bidder shall provide or integrate 24x7x365 managed SOC capabilities, either directly or through an eligible consortium/technology/service partner, or integrate with the Bank's existing SOC.

37. SERVICE LEVEL AGREEMENT

The SLA shall define, for each service and incident priority, the service coverage hours, acknowledgement time, initial-action time, escalation time, update frequency, target restoration/resolution time, closure criteria and responsible party.

The bidder shall provide monthly SLA compliance reports, incident-wise breach records and corrective-action plans. The contract shall specify applicable service credits, penalties or other remedies for SLA breaches, together with exclusions, measurement methodology and the escalation process, subject to the Bank’s approved contractual terms.

Priority	Response	Initial Action
Critical	≤15 minutes	Immediate
High	≤1 hour	≤1 hour
Medium	≤2 hours	Same business day
Low	24 to ≤36 hours	Next business day

Critical privacy/security incidents shall be escalated immediately to designated Bank stakeholders.

38. CONTINUOUS COMPLIANCE SLA

The bidder shall continuously monitor applicable amendments, rules, notifications, corrigenda, exemptions, government directions and regulatory interpretations relating to the DPDP Act, 2023 and DPDP Rules, 2025, assess their impact on the Bank, update the control matrix and notify the Bank within the agreed regulatory-change SLA

The bidder shall provide:

- Continuous monitoring
- Monthly compliance assessment
- Monthly evidence refresh
- Monthly remediation review
- Quarterly management review
- Annual comprehensive assessment
- Regulatory change notification and implementation within the agreed SLA

39. REPORTING FREQUENCY

Reporting frequencies define service delivery cadence and shall not constitute separate reporting products unless specifically identified in the Commercial Response.

Daily

- Critical privacy/security incidents

Weekly

- Open critical/high risks
- Remediation status

Monthly

- DPDPA compliance score
- Control status
- Evidence
- Data discovery
- Classification
- DLP
- Incidents
- Exceptions
- Remediation

Quarterly

- Board/CISO/DPO review
- Risk trends
- Compliance trends
- Privacy incidents
- Security incidents
- Improvement roadmap

Annual

- Comprehensive DPDPA assessment
- Compliance report
- Maturity assessment
- Control effectiveness
- Roadmap

40. BUSINESS VALUE

The proposed program shall move the Bank beyond compliance towards measurable business value.

The propose solution should be an integrated approach including:

- Lower TCO
- Lower SOC effort
- Lower remediation cost
- Reduced breach exposure
- Predictable security/compliance spend
- Faster ROI

The Bank will evaluate the solution based on both:

Compliance Outcomes + Business Outcomes

41. SINGLE SECURITY & COMPLIANCE VIEW

The solution shall provide a unified management view across Data Protection, Cybersecurity, Privacy, Compliance and Risk capabilities defined in this RFP .

The bidder shall demonstrate how the proposed solution achieves the functional, technical, security, operational and regulatory requirements specified in this RFP.

The bidder may propose a single integrated platform, multiple interoperable platforms or equivalent technology components to fulfil the requirements of this RFP

Evaluation shall be based on documented requirements, demonstrable capabilities, evidence, measurable outcomes and the Bank's approved evaluation criteria. No external presentation, vendor proposition or product-specific document shall override this RFP unless formally issued by the Bank as an RFP annexure or corrigendum

The solution shall provide a unified view across:

Data + Cybersecurity + Privacy + Compliance + Risk

This should reduce fragmentation across:

- Security monitoring
- XDR
- DLP
- PII/PHI
- IAM/PAM
- AI Governance
- Compliance

42. PREFERRED TECHNOLOGY STACK

The capabilities listed in this section describe the preferred functional technology architecture and shall be interpreted as technical capability requirements rather than mandatory standalone products or separate commercial scope items. **Equivalent or functionally compliant technologies shall be acceptable**

The preferred solution architecture shall support the following integrated stack:

Requirement	Preferred Capability
Data Discovery	Automated PII/Data Discovery
Data Classification	AI/Policy-based Classification
PII/PHI	PII/PHI Discovery & Exposure
Consent Collection /Data Protection	Consent Collection /DLP / Data Control
IAM	Identity Monitoring
PAM	Privileged Access Management
Cybersecurity	XDR
Endpoint	EDR/EPP
Network	NDR
Analytics	SIEM/UEBA
Response	SOAR
Governance /AI Governance	AI Governance / AI Risk
Compliance	Continuous Compliance Engine
SOC Integration	24x7 Managed SOC, where opted by the Bank
Reporting	Executive + Compliance + Audit Dashboards

Note : Where SOC services are opted by the Bank, the bidder shall provide or integrate 24x7x365 managed SOC capabilities, either directly or through an eligible consortium/technology/service partner, or integrate with the Bank's existing SOC.

43. PROOF OF CONCEPT / DEMONSTRATION

The POC shall validate the bidder's ability to implement and demonstrate the master scope defined in Section V and the detailed functional requirements of this RFP.

POC activities are demonstration and validation scenarios only and shall not constitute additional scope or separate commercial items.

Shortlisted bidders shall demonstrate:

1. Data discovery
2. PII identification
3. Data classification
4. Data inventory
5. Data-flow mapping
6. Consent management
7. Data access monitoring
8. DLP/Data Control
9. Data breach detection
10. XDR correlation
11. Security incident management
12. Continuous compliance
13. Automated evidence
14. Compliance score
15. Gap management
16. Remediation tracking
17. Audit dashboard
18. Management dashboard
19. Governance / AI governance
20. Report generation
21. Data Principal rights request
22. Consent withdrawal propagation
23. End-to-end deletion verification
24. Data Processor/sub-processor governance
25. Processing Basis Register
26. Privacy Notice Compliance
27. Data Principal Rights + Grievance
28. Nomination Management

29. Child/Guardian Consent Verification
30. End-to-End Deletion including Backup/Replica
31. Processor/Sub-Processor Breach Notification
32. DPIA
33. Regulatory Applicability + Exemption
34. Regulatory Change Management

44. REFERENCE CUSTOMER FORMAT

Customer	Sector	DPDPA/ Privacy	Data Discovery	DLP	Compliance	SOC	Duration
	Bank/BFSI						
	BFSI						

52. EXPECTED BUSINESS OUTCOMES

The expected business outcomes shall be measured using defined KPIs/KRIs and shall support measurement of the business value described under Annexure-M point no. 46.

The Bank expects the program to deliver:

DATA VISIBILITY

Know what data the Bank has, where it resides and who has access to it.

DATA PROTECTION

Protect personal and sensitive customer information against unauthorized access and movement.

DPDPA READINESS

Maintain continuous visibility into DPDPA control status and evidence.

CYBER RESILIENCE

Integrate privacy and cybersecurity controls.

AUDIT READINESS

Generate evidence continuously rather than preparing manually before audits.

OPERATIONAL EFFICIENCY

Reduce repetitive compliance and SOC effort.

COST & OPERATIONAL EFFICIENCY

Consolidate data protection, cybersecurity and compliance capabilities wherever technically appropriate.

These outcomes are consistent with the attached business proposition, which links integrated cybersecurity, data protection and continuous compliance to lower risk, lower operating effort, better audit readiness and business growth enablement.

Annexure M : Commercial Bid

The Commercial Format is a pricing template corresponding to the commercial components defined under Section V and shall not introduce any additional scope or separately chargeable requirement. The bidder shall not introduce any new mandatory commercial component in this format that is not included in Section V

1. Deployment on the Bank Premises - Commercial Format

		3 Year Module Wise Cost (If Applicable)		5 Year Module Wise Cost (If Applicable)	
Sr No	**Component**	**Price in Rs.**	**GST Additional**	**Price in Rs.**	**GST Additional**
1	DPDPA Assessment				
2	Data Discovery				
3	Data Classification				
4	Consent Management				
5	Privacy Management				
6	DLP/Data Control				
7	DPIA				
8	Governance / AI Governance				
9	Continuous Compliance				
10	Reporting				
11	Implementation				
12	Integration with Bank Systems				
13	Integration with SOC/ Managed Privacy Services				
14	SOC Services Separated Module				
15	Support/AMC				
	TOTAL				

2. Cloud Based Hosting Platform Commercial Format with all services, license provided by the bidder and infrastructure managed by the bank.

		3 Year Module Wise Cost (If Applicable)		5 Year Module Wise Cost (If Applicable)	
Sr No	**Component**	**Price in Rs.**	**GST Additional**	**Price in Rs.**	**GST Additional**
1	DPDPA Assessment				
2	Data Discovery				
3	Data Classification				
4	Consent Management				
5	Privacy Management				
6	DLP/Data Control				
7	DPIA				
8	Governance / AI Governance				
9	Continuous Compliance				
10	Reporting				
11	Implementation				
12	Integration with Bank Systems				
13	Integration with SOC/ Managed Privacy Services				
14	SOC Services Separated Module				
15	Support/AMC				
	TOTAL				

Note : Where SOC services are opted by the Bank, the bidder shall provide or integrate 24x7x365 managed SOC capabilities, either directly or through an eligible consortium/technology/service partner, or integrate with the Bank's existing SOC.

3. Cloud Based Hosting Platform Commercial Format with all services, license and Infrastructure provided & managed by the bidder.

		3 Year Module Wise Cost (If Applicable)		5 Year Module Wise Cost (If Applicable)	
Sr No	**Component**	**Price in Rs.**	**GST Additional**	**Price in Rs.**	**GST Additional**
1	DPDPA Assessment				
2	Data Discovery				
3	Data Classification				
4	Consent Management				
5	Privacy Management				
6	DLP/Data Control				
7	DPIA				
8	Governance / AI Governance				
9	Continuous Compliance				
10	Reporting				
11	Implementation				
12	Integration with Bank Systems				
13	Integration with SOC/ Managed Privacy Services				
14	SOC Services Separated Module				
15	Support/AMC				
	TOTAL				

Note : Where SOC services are opted by the Bank, the bidder shall provide or integrate 24x7x365 managed SOC capabilities, either directly or through an eligible consortium/technology/service partner, or integrate with the Bank's existing SOC.

Annexure N – Commercial Deviation Statement

The following are the particulars of only commercial deviations from the requirements of the tender specifications:

Term No	Short Description of the Terms	Detailed explanation about deviation, if not complied

All other commercial specifications not mentioned in deviation statement conform to the specifications as per the bid document.

Place:

(Authorised Signatory)

Date :

End of Document