

Request for Proposal (RFP)
For
Appointment of information system auditor for annual review of operations and systems of
SBI Life as a AUA/KUA

RFP No: SBI/Compliance/01/Dec 2025

Confidentiality – All information included in this RFP and contained in any subsequent communication/s is confidential and is intended only for the recipient's knowledge. No information included in this document or any subsequent communications or disclosed in any discussions connected to it can be disclosed to any other party. Receipt and viewing of this document imply acceptance of the above confidentiality norm.

SBI LIFE INSURANCE COMPANY LTD., having its registered office at "Natraj", M. V.
Road & Western Express Highway Junction, Andheri (East), – Mumbai 400 069

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Schedule of Events

Sr. No	Particulars	Remarks
1	Contact details of issuing department	Department Name: Compliance Designation: Compliance Officer Email Address: compliancesbilife@sbilife.co.in Contact Address: Compliance Officer, SBI Life Insurance Company Ltd., 8 th Floor, Natraj, M V Road and Western Express Highway Junction, Andheri (E), Mumbai – 400069. Maharashtra, India
2	Bid Document Availability including changes/amendments, if any issued	RFP may be downloaded from SBI Life's website https://www.sbilife.co.in from 30 th December 2025 onwards to 8 th January, 2026 (upto 6:25 pm)
3	Last date for requesting clarification	Up to 2 nd January 2026 (6:25 pm) All communications regarding points queries requiring clarifications shall be given by e-mail on above mentioned email address mentioned under Item No. 1 above.
4	Clarifications to queries will be provided by the SBI Life.	Email to bidder
5	Last date and time for Bid submission	Up to 6:25 pm on 8 th January, 2026
6	Address for submission of Bids	Compliance Officer, SBI Life Insurance Company Ltd., 8 th Floor, Natraj, M V Road and Western Express Highway Junction, Andheri (E), Mumbai – 400069. Maharashtra, India
7	Date and Time of opening of Technical Bids	3 pm on 13 January, 2026

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Sr. No	Particulars	Remarks
		Authorized representatives of Bidders may be present in person / online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all the Bidder representatives.
8	Opening of Commercial Bids	Commercial Bid of technically qualified Bidders only will be opened on a subsequent date which will be communicated in advance.

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ABOUT SBI LIFE INSURANCE CO. LTD.

SBI Life Insurance Co. Ltd. (referred herein as 'SBI Life' / 'SBIL' / 'the Company'), one of the most trusted life insurance companies in India, was incorporated in October 2000 and is registered with the Insurance Regulatory and Development Authority of India (IRDAI) in March 2001.

Serving millions of families across India, SBI Life's diverse range of products caters to individuals as well as group customers through Protection, Pension, Savings and Health solutions.

Driven by 'Customer-First' approach, SBI Life places great emphasis on maintaining world class operating efficiency and providing hassle-free claim settlement experience to its customers by following high ethical standards of service. Additionally, SBI Life is committed to enhance digital experiences for its customers, distributors and employees alike.

SBI Life strives to make insurance accessible to all, with its extensive presence across the country through its 1,154 offices, 28,534 employees, a large and productive network of about 268,792 agents, 73 corporate agents and 9 bancassurance partners with more than 40,000 partner branches, 149 brokers and other insurance marketing firms.

In addition to doing what's right for the customers, the Company is also committed to provide a healthy and flexible work environment for its employees to excel personally and professionally.

SBI Life strongly encourages a culture of giving back to the society and has made substantial contribution in the areas of child education, healthcare, disaster relief and environmental upgrade. In 2024-25, the Company touched over 53,000 beneficiaries through various CSR interventions.

Listed on the Bombay Stock Exchange ('BSE') and the National Stock Exchange ('NSE'), the company has an authorized capital of Rs. 20.0 billion and a paid-up capital of Rs.10.0 billion. The AuM is Rs.4,814.6 billion.

For more information, please visit our website-www.sbilife.co.in and connect with us on Facebook, Twitter, YouTube, Instagram, and LinkedIn.

(Numbers & data mentioned above are for the period ended September 30, 2025)

1. INVITATION TO BID:

- i. SBIL has issued this Request for Proposal (RFP) to invite Bids from prospective Bidders for providing the Services more fully defined in the Scope of Work in **Appendix-D** of this RFP document.

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- ii. Bidder shall mean any body corporate/entity (i.e. juridical person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of this RFP is to seek detailed technical and commercial proposals/bids for availing the Services as desired in this RFP.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The Bidders desirous of taking up the project for supply of proposed Services for SBIL are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be as outlined in this RFP and shall always be entirely at SBIL's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBIL the proposed Services adhering to SBIL's requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBIL, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by SBI Life, but an invitation to receive offer/s from prospective Bidders who meets the eligibility criteria.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. SBIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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- iv. SBIL, its employees, advisors and representatives make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. SBIL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that SBIL is bound to select a Bidder or to award the Contract to the successful Bidder, as the case may be, for the Project.
- viii. SBIL reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, the present RFP and/or any condition or specification of all proposals/ orders/ responses, with respect to the present RFP, without assigning any reason thereof at any time. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentation and other related processes.
- ix. SBIL reserves the right to accept or reject any response/Bids and to annul the entire process of RFP including but not limited to by rejecting all responses/Bids at any time, with the successful Bidder, without thereby incurring any liability to any affected Bidder/s or any obligations to inform the affected Bidder/s of the grounds for SBI Life's decision.
- x. SBIL reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.
- xi. By participating in the bidding process, the Bidder is hereby expressly consenting to the disclaimers and the other terms and conditions of this RFP in toto.

3. DEFINITIONS:

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

- i. **"SBIL"** means the SBI Life Insurance Co. Ltd.

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- ii. **“Bidder”** means an eligible body corporate entity submitting the Bid in response to this RFP.
- iii. **“Bid”** shall mean and refer to a formal offer/proposal, along with all required documents, duly submitted by the interested bidder(s) in the prescribed format in response to this RFP.
- iv. **“Contract” / “Service Agreement”** means the legally binding definitive agreement/letter of engagement executed between SBIL and successful Bidder / Service Provider.
- v. **“Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Technical Bid and Commercial Bid have been accepted as per the selection criteria set out in the RFP and to whom notification of award has been given by SBIL.
- vi. **“Deliverables” / “Work Product”** shall mean all work product generated by Service Provider solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.
- viii. **“Total Contract Price” (“TCO”)** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- ix. **“Services”** means all services, scope of work and deliverables to be provided by a successful Bidder / Service Provider as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

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4. SCOPE OF WORK:

The Scope of Work shall be as provided in **Appendix-D** of this RFP.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all such Bidders who meet the eligibility and technical criteria as given in **Appendix-B** of this RFP document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No Bidder or its associate shall submit or cause to submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

6. COST OF BID:

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

7. CLARIFICATION(S) AND / OR AMENDMENT(S) ON RFP AND PRE-BID MEETING:

- i. Bidder/s requiring any clarification on RFP may notify SBIL in writing strictly as per the Pre-Bid Query format given in **Appendix-G** by e-mail within the date/time mentioned in the Schedule of Events.
- ii. The queries received (without identifying source of query) along with response of SBIL thereof will be conveyed to the Bidders via email.
- iii. SBIL reserves the right to amend, rescind or reissue the RFP, at any time. SBIL, for any reason, whether, on its own initiative or in response to a clarification requested by a Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum duly uploaded on SBIL's website. Such amendments/clarifications, if any, issued by SBIL will be binding on the participating

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Bidders. SBIL, at its own discretion, may extend the deadline for submission of Bids in order to allow interested Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- iv. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- v. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBIL has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and SBIL and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of SBIL and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. BID PREPARATION AND SUBMISSION:

The Technical Bid and Commercial Bid are to be submitted separately in different envelopes at the address mentioned in the 'Schedule of Events' for providing the Services (as detailed in Scope of Work at **Appendix- D** of this RFP).

- i. **Technical Bid:** - The Bidder shall submit the below mentioned documents along with the Technical Bid before the last date of submission and to the address mentioned in Point no. 6 of the Schedule of Events. The Technical Bid documents along with such enclosures shall

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be sealed and sent through separate envelope which clearly bear the name of the Service and the Bidder shall mark the envelope as “Technical Bid”.

List of Documents:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid Form on the lines of **Appendix-A** on Bidder’s letter head.
- (c) Specific response with supporting documents in respect of Bidder’s eligibility criteria and technical eligibility criteria as mentioned in **Appendix-B**.
- (d) Bidder’s details as per **Appendix-C** on Bidder’s letter head.
- (e) Audited financial statement and profit and loss account statement.
- (f) A copy of board resolution or equivalent along with copy of power of attorney (POA wherever applicable) or equivalent showing that the signatory has been duly authorized to sign the Bid document.
- (g) Non-Disclosure Undertaking as mentioned in **Appendix-F**
- (h) All the pages of the Bid must be duly stamped and signed by the authorized signatory of the Bidder.

ii. **Commercial Bid:** - The Commercial Bid should be as per the format provided in **Appendix-E**. The Commercial Bid must include all the price components mentioned. Prices are to be quoted in Indian Rupees only. The Commercial Bid shall be submitted in a separate envelope which shall clearly bear the name of the service and the Bidder should mark it as “Commercial Bid”.

iii. **Bidders may please note:**

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

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

10. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids along with the documents mentioned in Clause 9 of the present RFP must be submitted on the address provided within the timeline as prescribed in the “Schedule of Events”, failing which Bid will be treated as non-responsive.
- ii. In the event of the specified date for submission of Bids being declared a holiday for SBIL, the Bids will be received up to the appointed time on the next working day.
- iii. In case SBIL extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of SBIL and Bidders will remain the same.

11. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid submission, provided modification, including substitution or withdrawal of the Bids, is received at the address for submission of Bid prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.

12. PERIOD OF BID VALIDITY:

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- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. In exceptional circumstances, SBIL may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once notification of award or Letter of Intent is issued by SBIL, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

13. BID INTEGRITY:

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

14. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the Schedule of Events.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for Commercial Bid opening and further RFP evaluation process.
- iii. SBIL will examine the Bids to determine whether they are complete, the required formats have been furnished, the documents have been properly signed and the Bids are in specified order. SBIL may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, SBIL will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

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- v. SBIL's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by SBIL and the same cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

15. EVALUATION OF TECHNICAL BID:

- i. The evaluation of Technical Bid will include assessment of the technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to SBIL.
- ii. During evaluation and comparison of Bids, SBIL may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after Bid submission date.

16. EVALUATION OF COMMERCIAL BIDS AND FINALIZATION:

- i. The Commercial Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. The price evaluation as quoted in the Commercial Bid will be one of the prime criteria to identify the successful Bidder.
- iii. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

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- (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Commercial Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, SBIL reserves the right to reject all such incomplete Bids.

17. CONTACTING SBI LIFE:

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

18. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Total cost of Services along with cost of all items specified in **Appendix-E** should be quoted by the Bidder(s) in Commercial Bid.
- ii. SBIL will notify successful Bidder in writing by way of issuance of notification of award through letter or email that its Bid has been accepted. The successful Bidder has to return the duplicate copy of the same to SBIL within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory as a token of acceptance.
- iii. Copy of board resolution or equivalent and power of attorney (POA wherever applicable) or equivalent evidencing that the signatory has been duly authorized to sign the acceptance letter and Contract should be submitted.
- iv. The successful Bidder shall be required to enter into a Contract/ with SBIL within 30 days from the date of notification of award or within such extended period as may be decided by SBIL.
- v. Till execution of a formal Contract, the RFP, along with SBIL's notification of award and Service Provider's acceptance thereof, would be binding contractual obligation between SBIL and the successful Bidder.

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- vi. SBIL reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- vii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.

19. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations in the Scope of Work (hereinafter referred to as 'variation') under the Contract shall be made by the successful Bidder except as directed in writing by SBIL. SBIL shall have full powers, to instruct the successful Bidder to make any variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the Contract, he shall notify SBIL thereof in writing with reasons for holding such opinion and SBIL may instruct the finally selected Bidder to make such other modified variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract.
- ii. If the successful Bidder has received instructions from SBIL as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally successful Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder proceeds with the change.

20. WAIVER OF RIGHTS:

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

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21. AMENDMENT TO THE CONTRACT:

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

22. RIGHT TO VERIFICATION:

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

23. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted. All the auditors including the SME must be on the pay rolls of the vendor. Contract resources are not permitted to do the audit, data collection, report preparation and any other audit activity.

24. VALIDITY OF CONTRACT:

The Contract shall be valid for the period of three year(s) unless terminated early as per the specific contract terms.

25. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-Disclosure Undertaking placed as **Appendix-F** to this RFP.

26. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. Bidder/Service Provider agrees that all data or information supplied by SBIL to Bidder/Service Provider in connection with the provision of Services by it shall remain the property of SBIL or its licensors.
- ii. On any licensed material used by Bidder/Service Provider for performing Services or developing Work Product for SBIL, the Bidder/Service Provider should have a valid and subsisting right to use as well as to further license for the Services performed/provided. SBIL shall not be liable for any license or IPR violation/infringement on the part of the Bidder/Service Provider.
- iii. The Bidder/Service Provider shall, at all times and at its own expenses without any limitation, indemnify and keep fully and effectively indemnified SBIL against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in

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connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RFP.

- iv. All Work Product prepared by the Bidder/Service Provider in performing the Services shall become and remain the sole and exclusive property of SBIL and all Intellectual Property Rights in such Work Product shall vest with SBIL. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with SBIL under law, shall automatically stand assigned to SBIL as and when such Work Product is created and Service Provider agrees to execute all papers and to perform such other acts as SBIL may deem necessary to secure its rights herein assigned by Service Provider. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of SBIL.
- v. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and SBIL is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

27. LIQUIDATED DAMAGES:

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

28. CONFLICT OF INTEREST:

Bidder shall not have a conflict of interest that affects the bidding process. Any Bidder found to have a conflict of interest shall be disqualified.

- i. It is further clarified that:
 - (a) Successful Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - (b) Successful Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of SBIL, while rendering Services under the Contract.

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29. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, SBIL shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process or otherwise.
- ii. Bidders are obliged under code of integrity to suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of Contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or Contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a Contract or in execution of the Contract;
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, as amended from time to time, between two or more Bidders, with or without the knowledge of SBIL, that may impair the transparency, fairness and the progress

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of the procurement process or to establish Bid prices at artificial, non-competitive levels;

- (e) **“Obstructive practice”** means materially impede SBIL’s or any Government or regulatory agency’s, investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding SBIL’s rights of audit or access to information;

v. Debarment/Banning

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

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

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

- Repeated non-performers or performers below specified standards (including after sales services and maintenance services etc.);

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of SBIL hereinabove, if a Bidder is found by SBIL to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in the RFP process.

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- Bidder fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review.
- If Bidder ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the Bidder as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful Bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- Any other ground, based on which SBIL considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the Bidder have been guilty of violation of the code of integrity, evasion or habitual default in payment of any tax levied by law; etc.

30. TERMINATION FOR INSOLVENCY:

SBIL may, at any time, terminate the Participation of the Bidder in the RFP, if the Bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person.

31. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Commercial Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes.
- iii. Only taxes/ levies and duties on the quoted prices in the **Appendix-E** will be payable by SBIL on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties for the quoted prices in **Appendix-E** are replaced by the new legislation of Government, same shall be borne by SBIL. SBIL shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, for the items which are not specified by the Bidder in

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Appendix-E.

- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Commercial Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Contract as a result of this RFP process shall be borne by Service Provider.

32. TAX DEDUCTION AT SOURCE:

Wherever the laws and regulations require deduction of such taxes at the source of payment, SBIL shall effect such deductions from the payments if any due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SBIL as per the laws and regulations for the time being in force.

33. SEVERABILITY

If any part or provision of this RFP is found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the invalidity or unenforceability of such provision or part shall not affect the other parts or provisions of this RFP and the same shall remain unimpaired and in full force and effect.

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Part-II

Appendix –A

BID FORM ('TECHNICAL BID')

[On Bidder's letter head]

(To be included in Technical Bid)

Date: _____

To:

SBI LIFE INSURANCE COMPANY LTD,

<address>

Dear Sir,

Ref: RFP No. SBI/Compliance/01/Dec 2025

We < *name of the body corporate/entity* > (herein after referred to as the 'Bidder') have examined the above referred RFP, the receipt of which is hereby duly acknowledged and subsequent to pre-bid clarifications/ modifications / revisions, if any, furnished by SBIL, offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Technical Bid and Commercial Bid along with the prescribed enclosures in two separate emails on or before the submission date as specified in the Schedule of Events of the present RFP.

i. While submitting this Bid, we certify that:

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

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- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SBIL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the Contract in exchange for any advantage in the bidding, evaluation, Contracting and implementation of the Contract.
- iv. We undertake that we will not resort to canvassing with any official of SBIL, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in our disqualification from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, SBIL will have right to disqualify us from the RFP without prejudice to any other rights available to SBIL.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by SBIL.
- vii. We agree to abide by all the RFP terms and conditions.
- viii. Till execution of a formal Contract, the RFP, along with SBIL’s notification of award by and our acceptance thereof, would be binding contractual obligation on us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any “Caution” list of IRDAI / or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP and or which materially impacts our going concern or we are not blacklisted/penalized/punished for breach of contract/fraud/corrupt practices by any commercial establishments / public or private insurance companies / Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that as on the date of submission of Bid, we are not engaged with SBIL as a consultant / service provider for Aadhaar implementation or Aadhaar related IT systems.

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- xiii. We hereby certify that as on the date of submission of Bid, we have not conducted annual review of operations and systems of SBI Life as a AUA/KUA during last 3 years.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any service agreement pending to be signed with SBIL for more than 6 months.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by SBIL to do so, a Contract in the prescribed form and we shall be solely responsible for the due performance of the Contract.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by SBIL in the RFP.

Dated this day of
.....2025_____

(Signature) (Name)
(In the capacity of)
Duly authorized to sign Bid for and on behalf of

Seal of the Bidder.

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Appendix-B

Bidder's Eligibility Criteria and Technical Eligibility Criteria

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP / Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies or equivalent and full address of the registered office/ principle place of business along with Memorandum & Articles of Association/ Registered Partnership Deed/ LLP Agreement.
2.	Bidder should have experience of minimum 10 years in providing the Services in field of IS Audit including Information Security audit.		Copy of the order and / or Certificate of completion of the work.
3.	Bidder should be Cert-In Empaneled and its empanelment should be valid during the period of Services.		Details of being empaneled with Cert-In and its current status
4.	Bidder should have undertaken IS Audit of at least one AUA/KUA as per requirement of UIDAI in last 12 Months.		Name and Details and Commercials of such IS Audit of AUA/KUA
5.	<p>Education Qualification and Experience of a team: at least 2 resources and SME as and when required.</p> <p>1-Educational qualifications: Graduation in Computer Science or Information Security or Cyber Security or MCA</p> <p>• Mandatory certifications: CISA/CISM/CISSP/OSCP/ OSCE (Minimum two)</p> <p>2-Experience: Minimum 7 to 9 years of experience in BFSI domain in IS Audit including information & cyber security</p>		Qualification and Experience details

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	<p>audit and IS Audit of at least one AUA/KUA and have handled such assignments in the past for minimum 3 clients end to end from BFSI sector and subject to evaluation of proposed auditors' profile, by respective SBIL authorities during the actual assignment</p> <p>The SME shall have minimum 12 to 15 years of experience in IS Audit including information & cyber security & IS Audit of at least one AUA/KUA and shall utilize at least 0.25 % of efforts of combined efforts of above two-member audit team for review of</p> <p>(a) the entire audit process as well as confirmatory audit process,</p> <p>(b) Audit checklist</p> <p>(c) observations reported from initial audits as well as confirmatory audits and</p> <p>(d) Initial audit reports and confirmatory audit reports</p>		
6.	Shall not be engaged with the SBI Life as a Consultant / service provider for Aadhaar implementation or Aadhaar related IT services		
7.	Shall not have conducted annual review of operations and systems of SBI Life as a AUA/KUA during last 3 years		
8.	<p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.</p> <p>(Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required)</p>		Bidder should specifically confirm on their letter head in this regard as per Appendix-I
9.	Past/present litigations, disputes, if any (Adverse litigations could result in		Brief details of litigations, disputes related to product/services being procured under this RFP or

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	disqualification, at the sole discretion of SBIL)		infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for blacklisting/penalizing/punishing for breach of contract/fraud/corrupt practices by any commercial establishments / public or private insurance companies / Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
10.	Bidders should not be blacklisted or penalized or punished for breach of contract/fraud/corrupt practices by any commercial establishments / public or private insurance companies / Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in Appendix A in this regard.
11.	The Bidder should not have any service agreement pending to be signed with SBIL for more than 6 months		Bidder should specifically certify in Appendix A in this regard.

The ratio of technical and commercial criteria shall be 70:30

Relevant documentation pertaining to Services offered in the subject matter, and the subject matter experts / resources are on the rolls of the firm (as applicable), along with client references pertaining to the service being procured under this RFP, should be submitted along with the Bids.

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

Name & Signature of authorised signatory

Seal of Bidder

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Appendix-C

Bidder Details Format

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation or equivalent	
4.	CIN / LLPIN	
4.	Brief description of the Bidder including details of its main line of business	
5.	Bidder website URL	
6.	Bidder Pan Number	
7.	Bidder GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9.	Market standing National/international reputation of the bidder (awards, certificates issued in India/abroad, scale and profitability of operations etc will be considered)	
10.	Presence in India – no. of offices and permanent manpower	
11.	IS Audits done at other Insurance Company / PSU banks/Major Private sector banks/Foreign banks in India.	
12.	Experience in conducting IS audits of AUA/KUA	
13.	Understanding of the scope of the engagement demonstrated in the response to the RFP	

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14.	Qualification & competency of key personnel assigned (based on the curriculum Vitae of the Team leaders, Subject Matter Experts for specific audit units, resource personnel, etc), relevant experience of the resources etc.	
15.	Details as per Annexure 1	
16.	Assignments with SBI Life: The Bidders should provide information about the departments/units of SBI Life in which they were engaged for any assignment during the last 5 years. The information should cover Name of the department, period, nature of work done etc.	
17.	Any other details: @	

@ - The bidders can provide any other relevant information to substantiate/reinforce the above details, with supportive data/documents.



Annexure 1.xlsx

Name & Signature of authorised signatory

Seal of Bidder

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Appendix-D

Scope of Work and Payment Schedule

Assessment scope includes:

- i. Information Security Assessment based on:
 - UIDAI compliance requirements,
 - Regulation 14(1)(h) of Aadhar (Authentication and Offline Verification) Regulations, 2021
 - UIDAI InfoSec Policy
 - Aadhaar (Data Security) Regulations, 2016
- ii. Perform onsite review of AUAs/KUAs on the basis of UIDAI approved Compliance checklist Version 1.0 and further amendment/notification issued in this regard by UIDAI and share the report on or before February 16, 2026.
- iii. Applications to be covered through common API (E-KYC), during FY 25-26:
 - a) M-connect
 - b) Smart Care
 - c) Smart Advisor
 - d) Ladli

A provision for addition of any new application utilizing Aadhaar authentication facility shall be allowed, at the per application rate provided by the selected Auditor.

- iv. Frame recommendations
- v. Management report shared shall include:
 - a) the reason for compliance or non-compliance of the compliance control, and
 - b) provide reasonable evidences/artefacts as part of the report to support the compliance status provided in the report
- vi. Provide response to any queries/remarks raised by UIDAI post submission of audit report, along with reasonable evidence as required
- vii. Auditor should conduct proper walkthrough with the respective business owner / application owner for clear understanding of the application business workflow.
- viii. Audit findings/ observations will be discussed with concerned authorized representative / SPOC identified by the company in the audit debrief meeting from time to time.
- ix. Audit working papers should be maintained for the respective observations for reference.
- x. Audit report should be signed by the appropriate authority of the selected bidder with requisite qualifications.
- xi. If the audit process is completed but all reported observations are not closed by the auditees and/or closure responses are not received from the auditees and / or confirmatory audit could not be completed during the audit process because of any reasons, whatsoever, the selected bidder shall carry out the confirmatory audit of the open observations subsequently.

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- xii. There are no restrictions on the total number of confirmatory audits. The confirmatory audit shall be carried out and completed within a period of 15 working days from the date of receipt of closure confirmations.
- xiii. After completion of the period of three years of engagement, if closure confirmations are received from the auditees, within a period of maximum 6 months of end date of engagement period, then the selected bidder shall carry out the confirmatory audit.

Detailed scope of work will be listed out at the time of entering into contract with selected bidder.

Payment Schedule

The Payment shall be released post release of final report.

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Appendix-E

Commercial Bid

Bidders should submit the Commercial Bid in separate sealed envelope duly signed and stamped by authorised person of Bidder.

The Seal envelopes of the Technical and Commercial Bids should be submitted together in one common sealed envelope cover duly signed by authorized person of Bidder. All envelopes should be addressed as per point 7 of the Schedule of Events.

Template for Commercial

RFP for Appointment of information systems auditor for annual review of operations and systems of SBI Life as AUA/KUA.

The Price in the commercial bid has to be quoted inclusive of all taxes, levies and other taxes if any and also out of pocket expenses. Please note to exclude GST.

Particulars	Amount in Rupees (Excl GST)
Total Fees for conducting onsite review on the basis of UIDAI approved Compliance checklist, as amended from time to time for 3 years covering 4 applications on annual basis as per the Scope detailed in RFP.	XXX
<u>Year wise break up of fees -</u>	
FY 2025-26	XXX
FY 2026-27	XXX
FY 2027-28	XXX
Cost of Additional Application covered under same audit scope mentioned above, over & above 4 applications (cost per application per year).	XX

Note -

Fees amount will be All inclusive and covering All expenses. Please note to exclude GST.
 No other reimbursement of expenses for travel / stay / OPE whatsoever will be paid by SBI Life for the Audit.

Amount to be mentioned in words (in English) and Figures in (Numerals & rounded to next rupee).
 In case of difference in Words and Figures, the Amount mentioned in Words will prevail.

Name & Signature of authorized signatory

Seal of Bidder

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Appendix-F

Format of '**Non-Disclosure Undertaking**' for RFP
(To be executed on Rs. 1000/- stamp Paper)

NON-DISCLOSURE UNDERTAKING

This Non-Disclosure Undertaking ("Undertaking") is made and entered into this _____ day of _____, Two Thousand Twenty _____

By: -

_____, a company incorporated under the Companies Act, 1956 having its PAN - _____ and registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

OR

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its PAN - _____ and its office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its partners and their respective heirs, executors, administrators and permitted assigns of the last surviving partner)

OR

_____, a limited liability partnership, registered under the Limited Liability Partnership Act, 2008, bearing LLPIN No. _____, having PAN - _____ and its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

IN FAVOUR OF

SBI Life Insurance Company Ltd., a company incorporated under the Companies Act, 1956 having its registered office at "Natraj", 8th Floor, M.V. Road & Western Express Highway Junction, Andheri (East), Mumbai- 400069 (hereinafter referred to as the "**SBI Life**" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns).

WHEREAS, SBI Life has provided certain proprietary and confidential information, concerning its products, service, organisation, its employees, employee's details, decision processes, strategic business initiatives, technical infrastructure, working processes, delegation of responsibilities,

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project management, planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc. to the Bidder to facilitate Bidder's response to its Request For Proposal for Appointment of information system auditor for annual review of operations and systems of SBI Life as a AUA/KUA "RFP").

NOW, THEREFORE, in consideration thereof, the Bidder agrees and undertakes to:

- hold all the proprietary and confidential information received from SBI Life in confidence and will not disclose such information to any third party.
- use such information only for the purpose of responding to the RFP.
- restrict disclosure of such information to its employees who are having a need to know and inform such employees of the obligations assumed herein.
- not disclose such information to any third party without the prior written approval of SBI Life.
- protect the proprietary and confidential information received from SBI Life with at least the same degree of care as it normally exercises to protect its own proprietary and confidential information of similar nature.
- ensure that Bidder's employees will not disclose any information so received even after they cease to be employees of the Bidder.
- ensure destroying / purging of any confidential data received from SBI Life at the earliest of the closure of the bidding process or on the bidder getting eliminated from the bidding process.

The Bidder shall indemnify SBI Life, its directors, officers, employees, subsidiaries and /or affiliates and hold them harmless against any loss or damage that SBI Life, its directors, officers, employees, subsidiaries and /or affiliates may sustain on account of any leakage of confidential information pertaining to and supplied by SBI Life or on account of any violation of intellectual property, confidentiality, privacy, patents, trademark etc., by the Bidder in respect of any Intellectual Property, practices, hardware, software, systems, process, technologies, etc. in whatever manner described.

IN WITNESS WHEREOF, the Bidder has caused this undertaking to be executed as of the date set forth above.

For <Bidder Name >

Authorised Signatory seal: - _____

Name of Authorised Signatory: - _____

Designation: - _____

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Appendix-G

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

Bidder Name	Sl. No	RFP Page No	RFP Clause No.	Relevant extracts of respective Clause	Query/Suggestions

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Appendix-H
 [On Bidder's letter head]

Format for Submission of Client References

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

Name & Signature of authorized signatory

Seal of Bidder

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Appendix-I

Information Security Control

The service provider shall adhere to, Information Technology Act 2000, Digital Personal Data Protection Act 2023, its amendments, and rules published by Government of India.

Service provider shall also be compliant with IRDAI Information & Cyber Security Guidelines 2023, its already published amendments as well as the future amendments regarding Data privacy governance/advisory/laws issued by government of India.

The Service Provider shall have documented policies & procedure to discharge the security requirements.

The service provider shall adhere to the guidelines, advisories, vulnerability notes and whitepapers relating to information security practices, procedures, prevention, response and reporting of cyber incidents released by Cert-in from time to time to improve their security posture. These guidelines and directions issued by cert-in shall be mandatory to be implemented by the third party.

The Service Provider shall have a process to sign Confidentiality agreement with its employees for Company related data. The Service Provider shall provide a letter of undertaking to Company as adherence to secure usage and handling of information by its employees.

The Service Provider shall have an effective Incident Management System/Process. In case of a security incident impacting the services being provided to the customer, the Company shall notify the Customer upon its identification. The company shall adhere to CERT-In guidelines and support the Customer to notify to their Regulator as per IRDAI guidelines.

The Service Provider shall have the process of background check on its employees prior to their induction into SBIL project. The level of background checks should meet the sensitivity of information associated with the project.

In case of any VPN connectivity or Leased Line connectivity with SBIL by the service provider, hardening of desktops/Laptops (of service provider) as per SBI Life provided hardening/SCD document to be carried out along with deployment of Antivirus, EDR, DLP solutions, regular security patches to be deployed on the desktops/Laptops.

The Service Provider shall not use SBIL information, if any, for any purpose other than for the purposes for which they were provided to the Service Provider.

Internal

All Service Provider personnel's working on SBIL premises shall be in possession of valid identification, provided by the service provider, always and as such the identification shall bear photographic image displayed clearly along with other identity information.

The Service Provider shall comply with all legal, regulatory and statutory requirements.

Upon release of resources from SBI Life projects, the Service Provider shall ensure return of all assets and certified secure deletion of any SBI Life data from personal devices or systems.

The Service Provider is responsible for providing periodic training to its resources, deployed at SBI Life Projects, on cyber security practices before deployment at SBI Life and then at least once in a year. This training on cyber security practices shall be based on the job role of resource, deployed in SBI Life Projects.

The data shall be shared with the ONLY on "Need to know" basis, if any.

The Service Provider shall comply with data retention and purging requirements of SBI Life, in case any data (SBI Life production data for testing) is shared with The Service Provider. Compliance certificate for data retention and purging shall be sent to SBI Life as per stipulated time agreed with SBI Life.

The Service Provider shall comply with data retention and purging requirements of SBI Life. Compliance certificate for data retention and purging shall be sent to SBI Life as per stipulated time agreed with SBI Life.

Service Provider shall adopt SBI Life's data classification and handling policy (Public, Internal, Confidential, Restricted) and apply appropriate controls based on sensitivity.

The Service Provider shall establish policies & procedures and implement mechanisms for encrypting sensitive data in storage (e.g., file servers, databases, and end-user workstations), data in transmission (e.g., system interfaces, over public networks, and electronic messaging) and secure disposal & complete removal of data from all storage media, ensuring data is not recoverable by any computer forensic means.

In case data is shared over SFTP, service provider will submit Black Box VAPT report of the vendor's IP and URL, conducted by a CERT-IN empaneled vendor, ensuring that the report is not older than six months at the time of submission

Right To Audit

The Service Provider shall provide right to IRDAI/Cert-In/CERT-Fin/any other law enforcement agencies /SBI Life or its empaneled information security auditor to conduct security assessment /

Internal

review/ audit of the application(s) and its interfaces with other systems & its IT infrastructure, business processes & operations etc. as well as locations from where SBI Life's and/or its policy holder's information will be accessed & processed.

The Service Provider shall take all necessary measures to mitigate the risk(s) involved with non-compliance areas observed during such audits/assessments/reviews within timelines agreed with the Company from the day it is being reported to them.

BUSINESS CONTINUITY MANAGEMENT SYSTEM:

Contingency Plans/Business Continuity Plans: The Service Provider shall ensure restoration and continuity of Services with minimal disruption of the Services in the event of major interruption on account of Force Majeure Events or otherwise or in the event of reasonably foreseeable events and shall make such disaster recovery plans, contingency plans for business continuity with an RTO aligned to the turnaround time and MBCO requirement of the Company. The Service Provider shall provide the specific recovery targets (RPO and RTO) of its business continuity plan to the Company. The Service Provider shall review, update, and test the business continuity plan annually and, upon the Company's request, from time to time. The aforesaid contingency plans shall ensure that the Company can readily access all records necessary to allow it to sustain business operations, meet statutory obligations and provide any information relating to the Services, as may be required by the IRDAI. The Company reserves the right to: (a) regularly review and test the contingency plans to ensure they remain robust, particularly under changing operating conditions; and (b) oversee the execution of the Service Provider's disaster recovery procedures if there is a disruption within the Service Provider's organization, whether it pertains to people, premises, processes, technology, or any other kind of disruption that impacts the Company's operations, whether independently or in combination with each other.

Internal