



**REQUEST FOR PROPOSAL
FOR
PROCUREMENT OF SOFTWARE SOLUTION/ SERVICE
RELATING TO
“AUTO DIALER CUM VOICE RECORDER AND INTEGRATION
WITH BANKS’ APPLICATIONS”**

Ref: SBI: FPMD: PRM: ADVR:2020-21:1 dated: 06/03/2021

**STATE BANK OF INDIA
DGM (PRM)
Proactive Risk Management Cell
Fraud Prevention & Monitoring Department
Corporate Centre
2nd Floor, SMS Highway Branch Building
Choura Rasta, Jaipur (Raj.) – 302 003**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Ravish Kumar Designation: DGM (PRM) Email ID: dgm.prm@sbi.co.in ; Contact Number: 0141- 2822402 Name:- Vikas Gupta Designation:- AGM (IT) Email ID:- agmit.prm@sbi.co.in ; vikas@sbi.co.in Contact Number: 0141- 2822407, +91-99673 54480 (emails should be sent to both the email IDs mentioned above) Contact Address: PRM Cell, FP&MD, Corporate Centre, 2 nd Floor, SMS Highway Branch Building, Choura Rasta, Jaipur (Raj.) – 302 003
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in or https://bank.sbi from procurement news under the link Procurement & Others from <u>06.03.2021</u> to <u>30.03.2021</u>
3	Last date for requesting clarification	Upto <u>05:00 PM</u> (time) on <u>15.03.2021</u> (date) All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail, strictly in the format enclosed as Annexure - 'M'.
4	Pre - bid Meeting at (venue)	From <u>03:00 PM</u> (time) to <u>05:00 PM</u> (time) on <u>18.03.2021</u> (date) through online meeting (MS Teams) The meeting invites shall be sent only to the Authorised official email ID of the Bidders and the same should not be forwarded/shared by the Bidders to anyone.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On <u>24.03.2021</u> (date)
6	Last date and time for Bid submission	Upto <u>03:00 PM</u> (time) on <u>30.03.2021</u> (date)
7	Address for submission of Bids	Online through M/s E-Procurement Technologies Limited (EPTL) https://etender.sbi/SBI
8	Date and Time of opening of	<u>03:30 PM</u> (time) on <u>30.03.2021</u> (date)

	Eligibility/Technical Bids	Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.	
8a	Presentation by Bidder to the Bank	Dates will be advised separately by Bank for Technical Evaluation of the Bids*	
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.	
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. *Bank has right to change the date for Reverse Auction.	
11	Tender Fee	A Demand Draft (DD) of Rs.10,000/- (Rs. Ten Thousand Only) in favour of State Bank of India payable at Jaipur. Tender fee will be non-refundable. Concession as per MSMED Act will be extended to eligible MSE vendors.	
12	Earnest Money Deposit	Rs. 9,50,000/- (Nine Lacs Fifty Thousand Only) EMD should be in the form of a bank guarantee and shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately. Concession as per MSMED Act will be extended to eligible MSE vendors.	
13	Bank Guarantee	10% of the Total Value of the Contract.	Security in form of BG, issued by a Scheduled Commercial bank other than SBI for an amount which is equal to the 10% of the Initial Project Cost. It should be valid for one year during Warranty and three months after expiry of Warranty. The coverage/components of this BG are as follows: - i. Cost of Hardware ii. Cost of Headphones iii. Installation and Commissioning and Performance Security in form of Another BG issued by a Scheduled Commercial bank

			<p>other than SBI, should be furnished for a total amount of support and services etc. which should be valid for for 5 years and three months. The coverage/ components of the said BG will be as follows: -</p> <ul style="list-style-type: none"> i. Support and Services during Warranty ii. Cost of Software and its licenses iii. Cost of Integration with Bank's Application iv. Comprehensive Warranty for Hardware and Software v. AMC/S&S/ATS etc. vi. Dedicated Onsite Support Resources as per requirement. vii. Any other residual cost of end-to-end solution which is not part of initial project implementation 												
14	Contact details of e-Procurement agency appointed for e-procurement	<p>M/s E-Procurement Technologies Limited (EPTL)</p> <table border="1" data-bbox="671 1305 1476 1491"> <tr> <td>Dinesh Bagresha</td> <td>Dinesh.bagresha@eptl.in</td> <td>9510812960</td> </tr> <tr> <td>Devendra R</td> <td>Devendra.r@eptl.in</td> <td>9510812971</td> </tr> <tr> <td>Nandan Valera</td> <td>Nandan.v@eptl.in</td> <td>9081000427</td> </tr> <tr> <td>Fahad Khan</td> <td>Fahad@eptl.in</td> <td>9904406300</td> </tr> </table>		Dinesh Bagresha	Dinesh.bagresha@eptl.in	9510812960	Devendra R	Devendra.r@eptl.in	9510812971	Nandan Valera	Nandan.v@eptl.in	9081000427	Fahad Khan	Fahad@eptl.in	9904406300
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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or '**SBG**' hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of **Auto Dialer Cum Voice Recorder and Integration with Banks' Applications**
- ii. In order to meet the End-to-End Solution/ Software Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the End-to-End Solution/ Software Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of End-to-End Solution/ Software Solution/ services desired in this RFP. The proposed Software Solution/ service must integrate with Bank's existing infrastructure seamlessly.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution/ service for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience,

capability & expertise to provide SBI the proposed End-to-End Solution/ Software Solution/ service adhering to Bank'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 SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

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

3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP and willing to provide the services envisaged in this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and the Successful Bidder/Service Provider as per this RFP, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **Software Solution/ Services/ System – “Software Solution” or “Services” or “System” or “End-to-End Solution”** means all equipment/products, software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development, maintenance and implementation of the solution, such as supply, delivery,

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

- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of End-to-End Solution/Software Solution / Service.
- ix. **“The Equipment/Product”** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the RFP/Contract.

4. SCOPE OF WORK:

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

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

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

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

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - a. If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
 - b. Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or 'service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India" for the purpose of this RFP means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d. An entity whose beneficial owner is situated in such a country or
 - e. An Indian agent of such an entity or
 - f. A natural person who is a citizen of such a country or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- iii. The beneficial owner for the purpose of ii (d) above will be as under:
- a) In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.
 - b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - d) Where no natural person is identified under para iii. above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. An agent for the purpose of para ii (e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
- v. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- vi. The Bidder shall also submit a CERTIFICATE regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its technical Bids (**Appendix – S**) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Bids submitted without such certificate, as per the

format (**Appendix – S**) provided in RFP, shall not be considered and would be outrightly rejected

6. COST OF BID DOCUMENT:

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

Bidders to submit a DD of Rs 10,000/- (Rupees Ten Thousand Only) against Tender Fee as cost of tender/RFP along with their bid. The DD should be in favour of State Bank of India payable at Jaipur. The amount is nonrefundable. Concession as per MSMED Act will be extended to eligible MSE bidders.

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-M** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the

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

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

8. CONTENTS OF BID DOCUMENT:

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

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be in form of Bank Guarantee (as prescribed in **Appendix-P**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

If EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.
- viii. **The EMD may be forfeited: -**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

- (d) if the successful Bidder fails to accept Purchase/Work Order and/or sign the Contract with the Bank or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase/Work Order.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.
- x. Concession as per MSMED Act will be extended to MSE vendors

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing the** service of Auto Dialer Cum Voice Recorder and Integration with Banks' Applications in response to the **RFP No. SBI: FPMD:PRM: ADVR:2020-21:1 dated 06.03.2021**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11(ii).
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B, Appendix-B1** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11(ii).
 - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under Appendix-B.
 - (j) Detailed explanation of functioning of End-to-End Solution/software/hardware/firmware. Licensing details of operating software/firmware.

- (k) Undertaking of Authenticity as per **Appendix-Q**.
- (l) Format for Manufacturer's Authorization Form as per **Appendix-R**.
- (m) Project Plan/Solution Design and Architecture/Presentation
- (n) Any other Documents mentioned elsewhere in RFP

ii. **Indicative Price Bid** for providing the service of Auto Dialer Cum Voice Recorder and Integration with Banks' Applications in response to the **RFP No. SBI: FPMD:PRM: ADVR:2020-21:1 dated 06.03.2021** should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

- (k) All the enclosures (Bid submission) shall be serially numbered with proper index.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.
- (o) Bank's decision on opening and further processing of bids irrespective of minimum number of bids received in the bids, will be final and binding.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of

Bids.

- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase / Work Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- v. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.
- ii. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.
- iii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including site/factory/work place visit and witness demos of the system and verify functionalities, response times, etc.
- iv. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by

Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- iv. The L1/TC1 Bidder will be selected on the basis of Technical Evaluation and net total of the price quoted in the Reverse Auction, at **60:40** ratio weightage.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.
- vii. Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized e-Procurement service provider. “
- viii. The commercial bids will be received via Reverse Auction and the prices quoted will be converted into percentile scores which will be called “Commercial Score”.

ix. As the weightage for technical parameters and commercial cost are 60% and 40% respectively, the final scores shall be calculated as under:-

Technical Scores will be added to the Commercial Score and the TC-1 bidder will be selected through online reverse auction after taking into account weightage assigned to technical and commercial bids based on the combined score and being the highest scorer. A combined score "Score (S)" will be arrived at after considering the price bid and the marks obtained in technical evaluation with relative weights of 40 % for Price bid and 60 % for Technical Bid according to the following formula:-
Combined Score of a Bidder = $(60 \times \text{Technical Bid Score of Bidder} / \text{Highest Technical Score}) + (40 \times \text{Lowest Price Bid} / \text{Price Bid of Bidder})$

Example of above selection procedure is as under:

Three bidders A, B, & C participated in the tender process

- The marks received by the bidders in technical evaluation are as under:

A - 60;
B - 80;
C - 100

After converting them into percentiles, we get

A : $(60/100) \times 100 = 60$
B : $(80/100) \times 100 = 80$
C : $(100/100) \times 100 = 100$

- The prices quoted by the bidders are as under:

A: Rs 8000/-
B: Rs 9000/-
C: Rs 10000/-

- After converting them into percentiles, we get

A: $(8000/8000) \times 100 = 100$
B: $(8000/9000) \times 100 = 89$
C: $(8000/10000) \times 100 = 80$
(Rs.8000/- being the lowest quote)

As the weightage for technical parameters and cost are 60% and 40% respectively, the final scores shall be calculated as under:

A: $(60 \times 0.6) + (100 \times 0.4) = 76$
B: $(80 \times 0.6) + (89 \times 0.4) = 83.6$
C: $(100 \times 0.6) + (80 \times 0.4) = 92$

Hence the offer of 'C' (being highest scorer), would be considered the lowest and hence "C" would be the selected vendor.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling with the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

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

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

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

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

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

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

“Margin of purchase preference” means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. **Verification of local content**

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made.

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

iv. Bank will notify successful Bidder in writing by way of issuance of purchase/ work order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase/work order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG as well as blacklisting/debarment of the bidder from any of the Bank's future RFP/Tenders
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xii. There will be strict adherence to the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. The bidders to provide the declaration as per enclosed **Appendix –'S'**.__.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21. WAIVER OF RIGHTS:

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

either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at Appendix-H is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- iii. If at any stage, Bank finds that the undertaking submitted by a selected bidder as mentioned at **Appendix – 'U'** is found to be false in any way, in other words, if all services as mentioned under Scope of Work, are not being provided by the bidder OR the required support, Bank has the right to reassign the orders to the other bidders and the bidder who has given wrong undertaking will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

- iv. If at any stage, Bank finds that a selected bidder has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the orders to the other selected bidder and the bidder who has given false Certifications or Declarations will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

Successful Bidder/Service Provider should integrate the software/end-to-end solution with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

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

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

Compliance with IS Security Policy:

The Successful Bidder/ Service provider shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- a. Responsibilities for data and application privacy and confidentiality
- b. Responsibilities on system and software access control and administration.
- c. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- d. Physical Security of the facilities
- e. Physical and logical separation from other customers of the Vendor vi. Incident response and reporting procedures
- f. Password Policy of the Bank
- g. Data Encryption/Protection requirements of the Bank.
- h. In general, confidentiality, integrity and availability must be ensured

25A. CHANGE IN ORDERS:

- i. The Bank may, at any time, by a written order given to Successful Bidder /Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Method of shipment or packing;
 - (b) Place of delivery;
 - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Successful Bidder /Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Successful Bidder /Service Provider for adjustment under this clause must be asserted within 15 days from the date of Successful Bidder /Service Provider's receipt of Bank's change order.

25B. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.
- ii. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

25C. DELIVERY, INSTALLATION AND COMMISSIONING:

- i. Successful Bidder /Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

- ii. Successful Bidder /Service Provider will have to supply the Product(s) in 'Factory

Sealed Boxes' with System OEM seal.

- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.
- v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Successful Bidder /Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/certificate on the lines of **Appendix-I** of this RFP. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipment/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.
- vii. The details of the documents to be furnished by Successful Bidder /Service Provider are specified hereunder:-
 - (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.

- (b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
 - (c) 2 copies of packing list identifying contents of each of the package.
 - (d) Insurance Certificate.
 - (e) Manufacturer's warranty certificate.
- viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.
- ix. For the system & other software/firmware required with the hardware ordered for, the following will apply:-
- (a) Successful Bidder /Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - (b) Successful Bidder /Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
 - (c) In case Successful Bidder /Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
 - (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

25D. INSURANCE:

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on “All Risks” basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, Service Provider shall:
 - (a) initiate and pursue claim till settlement and
 - (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

26. SERVICES:

- i. All professional services necessary to successfully implement the proposed Software Solution/End-to-End Solution will be part of the RFP/Contract.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.

- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.
- xii. Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- xiii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- xiv. Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of the Bank all releases/ version changes.
- xv. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- xvi. /Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
- xvii. Service Provider shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase/work order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.

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

- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. The Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix. The Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- xi. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in the RFP) as specified in Scope of Work in this RFP.
- xii. During the warranty and AMC period (if included in the RFP), Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- xiii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI PRM Cell, Jaipur, SBI GITC,

Belapur or at any other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP.

- xiv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- xv. Warranty/ AMC (if included in the RFP) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- xvi. Support (Warranty/ AMC, if included in the RFP) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-R** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
- xvii. Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- xviii. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.

28. PENALTIES:

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

29. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. A review of the facility of the selected bidders may also be conducted by the IS Department of the Bank or their representative(s) any time during the contract period.

30. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.
- ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:
 - (a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.
 - (b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.
- iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

31. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

32. SUBCONTRACTING:

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

33. VALIDITY OF AGREEMENT:

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

34. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 34 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Contract shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 34(iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this RFP/Contract and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

35. CONFIDENTIALITY:

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

36. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in Part II of this RFP.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

37. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-L** of this RFP.

38. TECHNICAL DOCUMENTATION:

- i. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, architecture documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, customization documents, OEM specific development tools, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the product/Software Solution as and when applicable.
- iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-

left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

- iii. Subject to clause 39 (iv) and 39 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.
- iv. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that

would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

- vi. **For OEM specific software licenses:-** Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.
- vii. **For software or integration or interface or application developed for the Bank:-**Service Provider shall grant the Bank a fully paid-up, irrevocable, exclusive, unlimited, no. of perpetual license purchased throughout the territory of India or abroad to access, replicate and use software provided/developed by Service Provider for Bank, including all inventions, designs and marks embodied therein perpetually. The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such Service Provider shall make them available to the Bank after successful User Acceptance Testing. Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- viii. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- ix. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All

Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this RFP.

- x. All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

40. LIQUIDATED DAMAGES:

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

41. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding

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

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or

indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

42. CODE OF INTEGRITY AND DEBARMENT/BANNING:

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

- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment/Banning

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

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

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

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);

- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause 42(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

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

43. TERMINATION FOR DEFAULT:

- The Bank may, without prejudice to any other remedy for breach of Contract, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Contract, or any extension thereof granted by the Bank;
 - If the Service Provider fails to perform any other obligation(s) under the RFP/Contract;
 - Violations of any terms and conditions stipulated in the RFP;
 - On happening of any termination event mentioned in the RFP/Contract.

Prior to providing a written notice of termination to Service Provider under clause 43 (i) (a) to 43 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/Contract.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of the RFP/Contract, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in the RFP/Contract. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

44. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of

Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

45. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

46. TERMINATION FOR CONVENIENCE:

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

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

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress

of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

48. GOVERNING LANGUAGE:

The governing language shall be English.

49. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

50. TAXES AND DUTIES:

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

- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-F**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Service Provider alone. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

51. TAX DEDUCTION AT SOURCE:

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

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

52. TENDER FEE:

Non- refundable Tender Fee should be submitted in form of DD as mentioned in schedule of Events. Proof of DD should be enclosed with technical bid. The Bids without tender fee will not be considered valid.

Scanned copy of original Demand Draft (DD) should be uploaded on portal of e-Procurement agency along with technical bid. Original DD should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

53. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

54. NOTICES:

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

Part-II

BID FORM (TECHNICAL BID)

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

Date: _____

To:
DGM (PRM),
Proactive Risk Management Cell,
Fraud Prevention & Monitoring Department
Corporate Centre
2nd Floor, SMS Highway Branch Building,
Choura Rasta, Jaipur (Raj.) 302 003

Dear Sir,

Ref: RFP No. SBI: FPMD: PRM: ADVR:2020-21:1 dated: 05/03/2021

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

i. While submitting this Bid, we certify that:

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

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our

authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase/work order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA/TRAI/DOT or any other regulatory body or regulator of any other country for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.



- xix. We hereby certify that none of ours and/or our partner's /Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor/service provider and invoke Bank Guarantee at its discretion.
- xx. We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of 60 days, any time during the contract period and no commercials for the service as per price discovery, will be paid by the Bank, subsequent to withdrawal of service.

Dated this day of 2021

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Note: Company to provide copy of the board resolution authorizing the signatory to sign the bid documents.

Appendix-B

Bidder's Eligibility Criteria

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP / partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association / Partnership Deed along with Registration of Firm with Registrar of Firm and Society
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in Appendix-A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per Appendix-G .
4.	The Bidder must have an average turnover of minimum Rs. 25 Crores (Twenty Five Crores) during last 03 (three) financial year(s) i.e. FY 2019-20, FY 2018-19 and FY2017-18.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)
5	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02		Copy of the audited financial statement along with profit and loss statement for corresponding years

	(two) out of last 03 (three) financial years mentioned in para 2 above.		and / or Certificate of the statutory auditor.
6.	Bidder should have experience of providing and implementing at least 5 (Five) projects/solution of Contact Centre etc. with same OEM, 3 (Three) out of 5 (Five) should be in BFSI and at least 1 (One) should be in Banking		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
6a	Bidder must have highest level of partnership with OEM for last 3 (Three) years.		Bidder should submit the Certificate from OEM about level of partnership and no. of years to be submitted. This should be latest one with validity. This certificate should be from OEM and should be certified by the Authorised signatory of the Bidder.
7.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 (Three) client references are required). Out of which at least one should be in BFSI sector.		Bidder should specifically confirm on their letter head in this regard as per Appendix-N
8.	Certification Requirements i. The solution should be PA-DSS Compliant and, if required, vendor has to provide all the necessary support in making the setup PCI DSS compliant after implementation ii. The vendor should be ISO:27001:2013 certified.		Copy of the Valid Certificate(s) to be provided
9.	Past/present litigations, disputes, if any (Adverse litigations could		Brief details of litigations, disputes related to product/services being procured under this RFP or

	<p>result in disqualification, at the sole discretion of the Bank)</p>	<p>infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.</p>
<p>10.</p>	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / any regulatory body etc., IBA, RBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. In case of merger /acquisition / purchase / takeover, this clause would be applicable to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations. Any instance of non-completion of the project or termination of SLA by any entity due to non-performance of the vendor for the reasons attributable to the vendor/bidder or their respective partner, during last 3 years prior to the date of RFP, shall be treated</p>	<p>Bidder should specifically certify in Appendix-A in this regard.</p>

	as non-performance on the part of the bidder and its partner and such bidders shall not be considered eligible for implementation of the project.		
11.	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support centre and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support centre remain applicable.		Bidder should specifically certify in Appendix-A in this regard.
12	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in Appendix-A in this regard.

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. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, if bank finds the false certification for meeting the minimum eligibility/technical criteria, or bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/expel and blacklist the bidder and reassign the orders to other vendors and Bank has right to invoke our Performance Bank Guarantee.

Eligibility criteria mentioned at Sl No 2 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim

exemption for eligibility criteria mentioned at SI No 2 to 5 in table above.

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

Name & Signature of authorised signatory

Seal of Company

SBI

Appendix-B1

SECURITY CONTROLS

In addition to the eligibility criteria defined in Appendix-B, Bidder(s) are also required to comply with the following points and submit their compliance on the same on their letter head. In case of non-compliance of any of the requirement, Bid would be rejected:

S. No.	Required Controls	Compliance (Yes/No)
1	Whether Bidder has information security policy in place with periodic review	
2	Whether Bidder has operational processes with periodic review in following areas: a) Business continuity management b) Backup Management c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes	
3	Whether Bidder has instituted proper documented change management process	
4	Whether Bidder has proper documented policy and process of incident management/ response	
5	Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.	
6	Whether Bidder has approved process for implementing rules on firewalls in its environment and the same are followed.	
7	Whether Bidder monitors firewall rule position regularly for presence of any vulnerable open port or any-any rule.	
8	Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.	
9	Whether Bidder's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ)	

	separated by firewall, where any access from an external entity is permitted through DMZ only.	
10	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.	
11	Bidder to confirm that no internet access is permitted on internal servers, database servers etc.	
12	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.	
13	Bidder will engage CERT-IN Empaneled ISSPs for ensuring security posture of their application.	
14	Whether quarterly vulnerability assessment and penetration testing is being done by the Bidder for its IT infrastructure.	
15	Whether suitable security certification (ISO, PCI-DSS etc.) of the security posture at Bidders IT environment are in place.	
16	While sharing the data, whether Bidder is agreeable to encrypt the same as per industry best standards with robust key management.	
17	Whether Bidder is agreeable to completely erase the data after processing at their end, if so permitted to be stored.	
18	Whether Bidder is agreeable to store the data with encryption (Data at rest encryption), if storing is permitted in RFP.	
19	Whether Bidder is agreeable to get the data storage technology (Servers /Public Cloud/ Tapes etc.) appropriately reviewed by the Bank.	
20	Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.	
21	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	
22	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	
23	Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.	

24	Whether Bidder is agreeable to provide the process by which segregation of user accounts, database, backup, application admin and support account activities is achieved.	
25	Whether the Bidder is agreeable to store the archived data in a manner that it will not be available over internet in any case and will have restricted access.	
26	If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.	
27	Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.	
28	Whether controls have been put in place for PKE keys, if stored locally for providing access to privileged user access only.	
29	Whether bidder is having system in place for proper log generation, storage, management and analysis?	
30	Whether bidder is maintaining all Web, Application, DB, Configuration and User access logs for forensic readiness?	
31	Whether bidder is maintaining logs for privileged access to their critical systems?	

Appendix-C

Technical & Functional Specifications

<i>S.No.</i>	<i>Required Functionalities/ Features/Specification/Requirement</i>
A	General - Common Functional and Technical
1.	Vendor should Adhere to latest Information Security frameworks i.e. SSL/TLS, Voice data encryption, 2048-bit encrypted certificates etc. Application should be supported with wildcard certificates to avoid cost per certificate. The certificates and security framework may change as per the day to recommendations from the governing authorities of the Bank. Bidder should support during its contractual period.
2.	The limitation and constraints of the system should be explicitly mentioned for current system and should not be contradictory with requirement of the Bank mentioned in the RFP.
3.	The end to end solution should be highly scalable, modular and customizable.
4.	The solution will have role-based access control and work force management.
5.	Recording platform should have out of the box integration with all the leading ACD's like Avaya, Cisco, Genesys, Aspect and other Dialers
6.	Omnichannel Contact Center Solution capable of integrating with latest and new-age digital channels like social media, bots etc.
7.	Unified web-based agent interface for all channels
8.	Ability to turn on/off channels without needing to procure/implement newer servers/solution components
9.	End to end solution components need to be on Enterprise Operating System (OS) / Database (DB) platforms and not dependent on specific OEM
10.	End to end call flow to be secure as per industry standards
11.	Transactional, audit, event logging and accurate troubleshooting capabilities
12.	Bidder to supply headsets and other peripherals required for superior voice quality.

13.	Compliance to Privacy Regulations like GDPR & any other local regulations related to Evidence Keeping.
14.	The solution should be PA-DSS Compliant and, if required, vendor has to provide all the necessary support in making the setup PCI DSS compliant after implementation. Latest PA DSS Implementation guide to be provided.
15.	Solution should support 100% virtualization and in-line with industry standard protocols. Solution should be certified with Virtualization vendors (OEM) like VMWare, Citrix and Microsoft Hyper-V, Red Hat and other latest virtualization platforms available.
16.	Solution should be secure by design.
17.	The solution should be cloud enable, supported and compatible with highest of performance as per best practices.
18.	System should be compliant with applicable DoT, TRAI regulations or guidelines like Other Service Providers (OSP). The necessary documents should be shared.
19.	The End-to-End Solution should be IPv4 and IPv6 ready.
<i>B Performance, scalability and General Requirement</i>	
1.	The system should be an enterprise IP telephony call-processing solution that is scalable, distributable, and highly available.
2.	The proposed architecture should be compliant to all statutory laws of the geography it is operating in and operating for, including all necessary licenses to operate Bank both domestic and international outbound process
3.	The system should be able to integrate and connect to different technology & tools/applications within Bank, Subsidiaries / JVs.
4.	The End-to-End solution design, architecture, development, maintenance, configuration and customization should be in such manner so that system is always available to users 24x7x365 days without any downtime. The end-to-end solution should have 99.99% uptime.
5.	All the components including the dialer and EPABX should be configured in HA mode at identified location and capable to support Geo-redundancy for BCP/DR.

6.	DR should be built in such a way that the calling should start from the record which was last dialed from the DC location and not from the start of the calling list or from the last 30 mins record
7.	The Solution should be able to accommodate a peak of 150 agents at any point of time
8.	The Solution should be able to scale up to 1000 agents without any change in the architecture
9.	Dialer system should provide API to upload, update and delete records using SOAP/Restful APIs
10.	The solution should have Multichannel Recording Capability (Voice, Screen Recording, SMS, Email etc.)
11.	The solution should be compliant with regulatory guidelines, PA-DSS and Banks' IT/IS policy.
C <i>Certifications and Best Practices</i>	
1.	OEM should be in the Gartner Magic Quadrant (Leader Quadrant) for Contact Center Platform for last 3 years. Or any equivalent industry level reports
2.	Respective OEMs should have experience in Contact Center Platform/Components or equivalent setup for at least 3 years. The research report can be submitted for the purpose.
3.	It should support industry standard best practice security protocols for information systems and all security related features should be available.
D <i>Support/End of Life (EoL)/End of Support (EoS)/ Deployment/ Integration/ Implementation</i>	
1.	Ability to setup Proactive notifications for system wide information
2.	Should be capable of integrating with ITSM tools seamlessly
3.	Monitoring and Audit logging with Event management for different Indicators like Performance, Latency, Utilization, Process.
4.	The selected bidder should have its own support centers in India
5.	Each component in the solution should EoL/EoS for at least 7 years. OEM to provide confirmation for the same. Warranty for 1 years and comprehensive

	AMC for 4 years must be available. After completion of 5 years, AMC may be renewed for further 2 years.
6.	If any third party or OEM license is required, then vendor has to provide the licenses without any additional cost and licensing details need to be provided by the Bidder.
7.	The proposed solution should be designed/comprised/provided of latest versions of software and licenses versions included in it and should be certified for interoperability with each other. OEM to provide software / release versions of each of the components.
8.	Application performance monitoring for technical and functional issues failure of call, response time etc.
9.	Vendor should co-ordinate and seek necessary support with third party service provider to ensure the uptime as per requirement of the Bank.
10.	Necessary OS, DB and other middleware software where license/software been provided by the bank, the installation and configuration need to be done by the service provider.
11.	The solution should be provided with all hardware/devices/equipment and software required for design and implement the solution.
12.	The solution should have customized call flow/workflow as per banks' requirement.
13.	Auto Call Logging for service request and escalation on events
14.	Auto scheduled health check for all systems and corresponding notifications on email to a group of people for proactive resolution.
15.	The system shall be provided with a user-friendly GUI based maintenance software. The visual indications of the faults should be available at the Maintenance Console in terms of messages. The system should support remote fault diagnosis.
16.	Future Ready- Support for the latest technology integrations
17.	The service provider should provide the Auto Call Logging for service request and escalation on events of issue occurred. The manual call logging will be used only as part of alternate way with necessary information.

E Multi location Support at Primary and BCP/DR Sites

1.	Work from home capabilities
2.	All servers, application, services will be hosted in Banks' identified Data Centre Locations (PR and DR). In case of virtual servers, the servers will be provided in the Banks' own cloud. Solution or System should capability to deploy at Multi Location.
3.	System should support the Automated switch over for DR for each subsystem
4.	The solution should support Automated switch over for DR for end-to-end solution.
5.	The solution should be cloud based and will be deployed in Banks' designated data centre locations. It should be configurable for multi work sites (PRM Cell and its BCP/DR/alternate sites)

F High Availability

1.	No single point of failure in the system
2.	The all components of end-to-end solution including PRI line/TDM link services hired from third party should be configured for High availability with 99.99% uptime.
3.	The platform should support highly resilient with high availability/disaster recovery designs and Architecture

G Scalability

1.	The System should be scalable and should be capable to handle at least 30000 call per day with 100 concurrent logins/calls
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H Feasibility of Existing System

1.	Service Provider should do the feasibility study of the existing system in use like EPABX, Network requirement, Bandwidth Requirement, LAN and existing PRI links provided and installed by respective existing service providers of the Bank at PRM Cell. The service provider should design the solution accordingly and provide the recommendation in feasibility report whatever is required to be arranged by the Bank. The Bidder should co-ordinate with the respective stakeholders for commissioning and configuration of with existing system or
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	infrastructure. In case of EPABX, it should be supplied, installed, configured and maintained by the Service Provider.
2.	Bidder should do the feasibility analysis if required, with Banks and include all component required to supply, install, configure and implement for end-to-end solution
<i>I Reporting requirements</i>	
1.	All historical reports to be available in 15/30 Min, 1 Hour, Daily, Weekly, Monthly aggregations. All real-time reports to be available in 15/30 Min, 1 Hour, Daily, Weekly, Monthly aggregations. Online Historical Reporting Data for a period of 6 months/180 Days should be available at all times.
2.	Realtime, historical and scheduled reports including dashboards
3.	Historical reports to be available in both tabular and graphical formats
4.	MIS reports and Online Dashboard(s)
5.	One Single Integrated Online Dashboard should be provided for all system/application.
6.	System should have capability to generate various reports for better understanding of the calling.
7.	Real time screen display of the queued calls, total dialed, successful contacts, current agent status, dialing status (stopped or ongoing) etc.
8.	Historical reports should have the minimum the following fields - Date and time of the call made; Telephone Number and Final status of the call record
9.	Every aspect of each customer interaction must be logged, and time stamped for each event/activity from arrival to completion. For Example - A report which can be extracted using the case ID and should include SMS Send and Delivered report along with the call record status
10.	All status of agents (idle, talk, wrap, not ready/not available, hold) should be captured and displayed in the standard reports.
11.	Performance Metrics and KPIs should be provided in Real time manner (To get the insights of connect rates, call volumes, summary to evaluate the performance. Reports and Dashboards are required for better decision, foresee the operational changes, resource allocation, number of active calls, number of calls in queue,

	number of analysts on call as per requirement of the Bank. These should be highly configurable and easy to use as per requirement of the Bank. These reports are indicative and need to be provided to the Bank as per requirement of the Bank.
12.	Reporting system should support Bar, Line, Three-Dimensional and color graphics reports for screen and paper print viewing
13.	The report data should be exported in various popular file formats such as txt, excel, csv, pdf, delimited. The format should be customisable and configurable as per need.
14.	The proposed system should allow to Create, change, and generate standard reports.
15.	System should allow for generation of custom reports. It should be highly customizable.
16.	The system should provide Historical Reports
17.	The system should provide Real-time Reports
18.	The solution should be highly customizable and configurable for MIS Reports/Online Dashboards as per Banks' requirement.
19.	Analytics: - The systems should able to generate Analytical reports.
J Auto Dialer Functionality	
1.	The ACD system should be capable of distributing interactions based on multiple channels like Voice, chat, email, etc to Analysts/Agents.
2.	Manual/automated dialing functions and blended agent capabilities
3.	The dialer system should detect the following and dispose each of them separately: SIT Tones, No Answer, No Voice, No Ring, Network Busy, Network Announcement
4.	Executives must have the flexibility to make manual outbound calls
5.	The proposed solution should be an advanced call-processing system and call control application that support basic features and advanced features including but not limited to the following:
	a. Voice Mail functionality for agents, supervisors, managers
	b. Call forwarding / divert/ call park/ pickup

	c. Call hold, transfer, call waiting and retrieve
	d. CLI(caller line identification)
6.	The system should be integrated to receive the alerts with priority like High, Medium, Low. System should be integrated to receive the alerts / data through APIs.
7.	The solution should able to make Automatic Outbound Calls as per alert categorization without manual intervention.
8.	The solution should have Click to Dial functionality.
9.	The solution should have Answering Machine Detection functionality.
10.	The solution should support or configurable for Call Prioritisation and Queue Management such as Customer should be attempted to contact multiple times at defined interval if fails to connect in previous attempts.
11.	The solution should reduce or optimize the call wait time e.g. the customer will be connected to Analyst, once call is picked by the customer.
12.	The system should be highly configurable like adding/modifying/deletion of users, assignment of users to different queue or defining skill level
13.	Solution to provide active-active/active-passive and scalable to provide the geographical redundancy across different Data Centers with 100% capacity and capability on all core services i.e. Auto Diller, Voice (Inbound and Outbound), reporting, IVR system, Agent Desktop.
14.	Solution support 100% automatic failover, failback & fault tolerance at each component level. OEM to provide detailed architecture in-terms of connectivity between components during failure, impact to inbound & outbound call process flow during failure for all scenarios
15.	Latest technology Voice Platform with at least 7 years roadmap on the product/version
16.	The proposed Voice platform architecture/solution complies to all TRAI & DOT and other regulatory guidelines as applicable. The vendor should confirm such compliances. Bank will not pay any additional charges.
17.	The solution should be able to provide PCI DSS compliance support and provide controls to achieve compliance requirements (PCI-DSS)

18.	An application/Interface should be provided to status of SMS, email, voice recording, screen recordings and call details for a particular alert generated, which should be accessible from PRM application and directly from Auto Dialer application.
19.	All systems/Application should have audit trails and application logs
20.	Systems should be EPABX agnostic and can be integrated with any EPABX
21.	The system should support a call routing approach whereby adding new locations to the system should not require changes to be made to all locations configuration with no restriction on the number of locations to be added in the future by Bank.
22.	Dial time restrictions (The specific time zones should be considered for the dial out)
23.	Retry call configuration (Time delay and how many numbers of times call will be attempted)
24.	DND (to avoid irate the customers)
25.	The solution should have Filter Management i.e. Do Not Call (DNC) and Time Zone calling may be configured.
26.	System should be able to suppress or block “do not contact” telephone numbers. The system should be able to allow the telephone numbers to be updated / removed / modified at any time during the campaign in bulk upload or one by one
27.	System should be able to scrub and block NDNC contacts.
28.	The Voice platform should support telephony setup at different geographical sites whereas servers are hosted at data centres located in distant locations
29.	The solution should have Call Monitoring and Supervision module/functionality.
30.	The proposed architecture should support centralized monitoring, administration and voice treatment at all locations. System should have capability to manage all the core components of the solution from a single management page.
31.	The solution should have Unified desktop for agent and supervisor rather than having multiple software/thick client installation. It should not require software installation on agent and supervisor desktops/PCs.

32.	The system should be an enterprise IP telephony call-processing solution that is scalable, distributable, and highly available
33.	The proposed system should be fully redundant with self-recovery. The backup instances should be able to take full load.
34.	Solution provided must be completely operating on SIP Trunks & TDMs wherever supported by Telcos. Telephony Hardware supports all forms of Trunking i.e. SIP, TDM and GSM.
35.	System should support remote agents and sites with all features and functionalities at all times.
36.	The system should be able to integrate and connect to different technology & tools within Banks' environment
37.	Provides scalability of the Voice platform as per business requirements without business interruptions
38.	Voice platform is hosted completely on virtualized platform for all the server-side components or with least physical server footprint
39.	Softphone as an integral part of the standard product suite
40.	Omni Channel Interactions management capability within the same platform
41.	Product must provide SNMP communications or other standard technology for ITSM/ITOM/ITAM Integration for service process monitoring
42.	Product should provide robust Alert mechanism system that provides visibility on the application or infrastructure issues for taking relevant actions.
43.	Product must be compatible to the latest version of VDI technology platforms i.e. Citrix, VMWare
44.	The system should support the following modes of dialing: <ul style="list-style-type: none"> • Click to Dial • Preview / Timed Preview • Predictive • Progressive • Automatic • Blaster

45.	System should be able to maintain and concurrently call from multiple lists. System should be able to run multiple campaigns in different modes simultaneously
46.	Should have the ability of the system to directly upload data into the calling list or call table from any ODBC compliant host database.
47.	Should have the ability to create screen popup from both the user defined and system defined fields. Specify the system fields, which should be use in the agent screen popup.
48.	Application platform should support Role based access management. The system should have multi-level administration which permits granting only the required privileges for a selected group of users and limits the configuration functions that users in a particular user group can perform.
49.	The proposed architecture should support centralized monitoring, administration and voice treatment from all identified locations of the Bank.
50.	Administration functions should be web based
51.	The solution should have basic and advance features of Call Control (hold, mute, transfer and call conferencing etc.)
52.	The solution should provide the Call/Alert(s) disposition/Closure to capture relevant call context/data/information.
53.	System should support Multi location deployment
54.	No single point of failure in the system
55.	In the event of failure of Primary Location backend system, the calling from Primary Site should failover to the DR site and voice recording system.
56.	The solution should provide the Dialing from Mobile of authorized users/caller/Analysts/Supervisors. The systems should enable calling for Work From Home (WFH) or Work From Any Where (WFA) for BCP/DR purpose.
57.	Ability to load data for outbound calling into the dialer via Excel, FTP location and via API. This upload should be manually or automatically
58.	Ability to check for DNC list while uploading the contact
59.	Dialer should have the capability to run in Preview, Progressive or Predictive mode. Preview mode should support timed preview or click to dial. Progressive

	mode should support over dial functionality where you can define the over dial ratio. Predictive mode should support mode where the dialing is based on service level targets or call ratio.
60.	Capability to fetch type of alert, amount and mode of transaction. Call record data should not be limited to the one mentioned here but any other business-related data also
61.	Based on the type of alert, dialer should be able to use all communication channels like SMS, Email, Voice Blaster or agent based in a single campaign
62.	Dialer should have the flexibility of using any communication channel (like SMS, Email, Automated Voice and agent based) in a single campaign based on the business logic defined. For Example, for low alert the dialer should first send out a SMS and later a voice blaster if no response on SMS
63.	Dialer should have the ability to decide on the next action to be taken based on the response received from the customer on the SMS channels
64.	Ability to configure attributes to the agents based on the product knowledge, ability to handle the alert.
65.	Ability to route call records to the agent based on the attributes defined in the call records and the attributes assigned to the agent
66.	Ability to define the agent to be assigned in the call records and thus routing of that record to the same agent whenever that record is dialed
67.	Ability to collect inputs from the customer when voice blaster is used and ability to update the record based on the input received
68.	System should have the capability to update disposition based on the system recognition and agent-based disposition which are configurable per campaign based
69.	Campaign designed should be flexible and should be able to change based on the business requirement
70.	After the call is connected, screen pop should display the required/uploaded details for agent ready reference.

71.	Ability to automatically filter out calls to answering machines, faxes, busy tones, no answer, non-existing numbers, caller tunes and only transfer a call to the agent when it has been answered by a person
72.	Ability to check for agent's availability before making the preview or progressive based call
73.	Ability to specify Minimum number of agents for the campaign
74.	Ability to do prioritization and segmentation of call records
75.	Ability to block, Update and unload the records.
	a) Blocking - Once the data has been loaded or listed and a certain number of calls have been made, it is often necessary to disable or block records so they are not called anymore which should be configurable through rules
	b) Updating - Ability to add, update or delete the loaded records
	c) Unloading - Ability of removing records previously loaded into a queue or queues. These records are not deleted from the outbound queues of the service; their status is changed to "unloaded".
76.	Ability for the agent to configured call back which can be campaign based or agent based including strict agent configuration. Call back should be in preview mode so that the agent can study the call back before initiating the call
77.	The system should have multi-level administration which permits granting only the required privileges for a selected group of users and limits the configuration functions that users in a particular user group can perform
78.	System should be able to maintain and concurrently call from multiple lists within a single campaign. System should be able to run multiple campaigns in different modes simultaneously.
79.	Ability to link campaigns where a new campaign is started automatically by a campaign that is stopping
80.	Ability to create an infinite campaign which never ends and allows to add records while the campaign is running
81.	System should be able to allow modify campaign parameters like over dial ratio; SLA; etc. if required during an ongoing active campaign

82.	Supervisor or administrator should be able to create multiple campaigns, upload data, execute campaign and generate reports without any change in the source code. The system should have appropriate web-based GUI to perform these activities
83.	System should be able to set the maximum number of attempts to reach a contact in each campaign created. Supervisor should be able to change the maximum number of attempts during a ongoing campaign without required to start / stop the campaign.
84.	Supervisors should be able to perform real time monitoring and adjustments for outbound campaigns such as controlling the pacing of the call as “User Specified” or “System Specified”
85.	Standard reports should include reports on campaign performance analysis
86.	Supervisors should be able to view the number of uncalled / pending contact numbers in each active campaign.
87.	Supervisors should be able to access all reports from remote within the LAN/WAN network.
88.	System should be able to measure actual talk time (excluding preview and wrap-up time)
89.	System should provide agent productive reports including fields such as
	-Total and average Preview time
	-Total and average Talk time
	-Total and average ACW time
	-Total and average Hold time
	-Total and average Login time
	-Total and average Break time (Tea + Lunch + Bio + Training + Feedback)
90.	Verify that all list processing occurs with validating the Time Zone (IST – time zone), removing duplicate numbers, removing bad numbers and indexing the calling list based on PHONE field.
91.	Should have the ability to create strategies, selection and filters and jobs or services for campaigns

92.	Should have the ability to take backup (calling list, configuration and complete systems) and Restore of backups
<i>K Voice Recording and Screen Recording</i>	
1.	Recording Solution should have API's to integrate the solution with Banks' applications to perform Calls Playback, Business data tagging, Privacy control like Pause, Resume, Start, stop recording based on business need. If there is any additional license required, should be provided and specified. No additional cost will be paid for the same.
2.	Feasibility for the users to retrieve call recordings (voice and screen or Voice or Screen) and download recordings using various search criteria Ex: CLI of the caller, DNIS, date & time, agent, type of call, duration etc. The parameters chosen can be more than 1 at any point in time and can be a range as well.
3.	Recording platform should have its own Monitoring solution to provide proactive alerts on any malfunction, health check reports etc. for IT team auditing purpose.
4.	In the event of failure of Primary Location backend system, the calling from Primary Site should failover to the DR site and voice recording system.
5.	The end to end solution call dialing and Voice Recording should support encryption and other security standards like authentications, passwords etc.
6.	Data should sync between the two sites (Primary & DR) on real time basis.
7.	The solution should provide the Data sync between the two sites (Primary & DR) on real time basis.
8.	Voice logger system recording methods should support the following <ul style="list-style-type: none"> - Station side - VoIP - Selective
9.	The voice logging system should be able to record all interactions by customer, even if the call is transferred to other agents. The voice logging system should be able to tag a unique call id through which all voice recording for the same call can be tracked.

10.	Voice logger system should support screen capture along with voice recording. Recording should comply with Encryption and Mute-Masking feature.
11.	Voice logger system should be capable of supporting remote configuration, status and replay via an industry standard LAN running TCP/IP using a pure and secured web browser access
12.	The web browser interface should use https transport over a TCP/IP network.
13.	Voice logger system should support web browser interface and should be able to access from multimedia PCs in the network without any special software install on the playback PC.
14.	Voice logger system should have storing capacity of voice recording and screen recording based on the agent size for 180 days for live access by SBI, and then purged or archived.
15.	Voice logger system should be able to archive voice recording and screen recording older than 180 days to capture data in a suitable media like on SAN/NAS etc.
16.	The proposed screen and voice recording solution should provide interface for Bank to listen and view the screens for each calls/interaction that are recorded without any synchronization issues
17.	Availability of recording channel for each and every call
18.	The voice solution should be open standard with multi-level architecture with high availability. Solution should be IP/SIP compliant. It should have high availability by making redundancy in critical levels to ensure uninterrupted call flow, recording, etc. It should have inbuilt hot swappable redundant solutions.
19.	Recording solution should be based on Multi-Tiered architecture
20.	The interface should allow voice recorders to track/log all call events to enable subsequent call retrieval. It should operate in a free-seating environment including speakers and microphones and enable call retrieval on the basis of multiple parameters. It should handle held and transferred calls.
21.	Recording platform should support Multiple switches i.e. Automatic Call Distributer (ACD) or Dialers on the Single platform

22.	Recording platform should be ACD vendor/platform agnostic and should work with any leading ACD solution in the market. Tomorrow if there is a requirement to add new ACD/Dialer or replace ACD, it shouldn't result in recording platform replacement. This is required for investment protection.
23.	Recording system should have Omni channel support to record Voice, Screen, SMS, Email etc. Omni Channels interactions playback and Quality Management should be possible from the same User Interface on the same screen.
24.	Recording solution should have Out of the box integration to capture the CTI information like Date, Time, Duration, Extension Number, CLI, Dialed Number, Agent ID, Call ID, Alert ID etc. from ACD's as per Bank's requirement. This should be customizable.
25.	The system should be able to record Voice and synchronous playback should be possible.
26.	Recording Platform should support the following audio compressions by default - G.711, G.723, G.729, GSM as per latest industry standards without any additional license requirements
27.	Recording solution should have capability to support mixed recording methods and different channels on the same recorder (e.g. Active audio, passive audio, Screen, Chat, email, video etc.).
28.	The Recording system should have redundant recorders/loggers for voice and other channels. In case if primary server fails, the ongoing calls should have recording continuity, where the remaining portion of voice and screen calls are recorded on redundant recorder.
29.	In case of N+1 redundancy, when the primary recorder goes down, the redundant recorder takes over. There should not be any downtime involved to fall back from Redundant to Primary recorder. Recording system should have the intelligence to manage this and there should not be any compromise or degradation in performance including at the time of peak volume in case of switchover or failure.
30.	Dual recording support for Voice calls should be available. Both recorders will be recording the same call twice, but the system should choose the best call

	comparing the files from both recorders on real time basis and need to archive a single call. This will help to get the best recorded call also, reduces the storage space as 1 call is archived
31.	Recording system should have redundancy support for all components (power supply, HDD etc.). No Single point of failure.
32.	Recording system should have capability to playback calls on Segment as well as complete call basis.
33.	The system should support the encryption as per banks' IT/IS requirement.
34.	System should have role-based access control for authorized users.
35.	Microsoft Active Directory Services integration should be available to provide Single Sign on Capabilities.
36.	Integration with Banks' Secure OTP application
37.	Voice Recordings should support the archival onto the storage location like SAN or NAS over the network. Archiving rules should have flexibility to add the CTI information in the file name of the archived files. Multiple archiving rules should be possible to archive the same voice and screen calls to multiple locations.
38.	Archiving Rules should be available to configure different retention requirements for Voice based on business data. Also, provision to archive the same voice and screen files to multiple location to be possible
39.	Multi Factor authentication support should be available for authenticating the users before login into the Recording system webpage to comply with PCI DSS requirements.
40.	Licensing should be centrally managed. Licenses should not be hardcoded to specific server or recorder. It should be configurable and scalable on the fly.
41.	Recorder solution should have support for real time streaming (larger scale above 2000 streams per server) to help the business to plan for Real time speech analytics or Voice Biometrics in the future
42.	Recording System should have capability to support large seats (>500) on a single instance. Multiple references should also be available.
43.	For High Availability there should not be any need for load balancer or 3rd party components.

44.	Audit Trail should capture all user activities on the recording system webpage.
45.	Recording solution should be certified with Virtualization vendors (OEM) like VMWare, Citrix and Microsoft Hyper-V, Red Hat and other latest virtualization platforms available.
46.	Recording system should be securely accessible over the network via Browser for all administration, quality management and playback activities. No thick clients should be used to connect to the recorders.
47.	Recording Solution should follow hardening procedures based on global standards like Center of Internet Security (CIS) etc. and Banks' IT/IS Policy
48.	The recording solution should not be dependent on underlying LAN infrastructure.
49.	Recording platform should be certified by any leading vendor for PCI DSS and security audits from Cert-In empaneled vendors. Documents should also be furnished if required
50.	Recorded System should have flexibility to configure different recording methods onto the same recorder to reduce the TCO. (e.g. Active recording, Passive recording, SIPREC recording methods should be supported on same recorder). Additional servers should not be requested
51.	Recording solution should have the capability to receive business data information via CTI without any customization efforts.
52.	Recording Solution should have API's to integrate the solution with other Banks' applications to perform Calls Playback, Business data tagging like alert id, analyst id etc., Privacy control like Pause/Resume/Start/Stop recording etc. based on business need. If there is any additional license required, should be specified
53.	The Business data tagging mentioned in sr. no. 53 should be configurable
54.	Search, Retrieve and Play: Feasibility for the users to retrieve call recordings (voice and screen or Voice or Screen) and download recordings using various search criteria Ex: CLI of the caller, DNIS, date & time, agent, type of call, duration etc. The parameters chosen can be more than 1 at any point in time and can be a range as well.

55.	Intelligent Search Option: Google like free search option should be available to search for the interactions for playing back Voice calls, screen calls, video calls, chat and email etc..
56.	Recording platform should have its own Monitoring solution to provide proactive alerts on any malfunction and health check reports for Bank's team auditing purpose.
57.	Recording System should have option to create profiles with different roles with access rights / privileges required. e.g. call download will be allowed by only select set of users and not all users.
58.	Recording solution should have option to support retention for more than 7 years.
59.	Addition or reduction of recording channel licenses, should not have any downtime requirement.
60.	Recording system should support encryption for Voice and Screen. Encryption to be based on AES 256-bit and calls to be encrypted during recording itself. No third party certificate or dedicated server to be used for enabling encryption.
61.	End to End Disaster Recovery Support should be available. There should be no Professional Services activity to trigger failover and fall back for DR solution to work.
62.	Recording platform should have support for Privacy rules to automatically stop the recordings (voice) based on CTI parameters, Time of the day, agent group, etc. This should be available out of the box. Calls should not be recorded and deleted later.
63.	Recording platform should have capability like Litigation Hold to retain the calls in case of any disputes
64.	System should not allow deletion of calls without approval/access control.
65.	Feasibility to link the calls across various interactions based on business data should be possible, for quality team to review it as a single interaction. e.g. Customer interaction via Chat, email, SMS and voice calls should be chained together based on business data like Alert ID, Customer ID or Compliant ID for a quick review.

66.	keyword based search should be possible for Chat interactions without any additional analytics license at least for English language
67.	System Availability or uptime commitment should be 99.99% or above
68.	Live monitoring of Voice calls should be possible while the agent is on call
69.	Compliance to latest PA- DSS (certification from 3rd party is a must) and Privacy Regulations like GDPR & any other local regulations related to Evidence Keeping
70.	Proper modules to be available to review the violations and take necessary actions like Deletion, Extraction, Litigation Hold etc. should be available. Maker Checker option for compliance-oriented activities should be possible as inbuilt or additional add-on modules
71.	No modification should be permitted. There should be alert in case of corruption of file or change in the file. It should be logged.
72.	Out of the box Real time notification client should be available to showcase the Recording status (Recording is on/off, Pause/Resume, Audio Quality loss etc.) to be identified and notified to agents/analysts.
73.	Solution proposed must be complying to Center of Internet Security (CIS) standard for Server hardening and also should follow the Secure Development Life Cycle processes. It should be certified by Cert-In empaneled vendors.
74.	Solution should compatible to have 1 click Multi location Failover Feature
75.	Individual audio files must be available. Every file to have a configurable unique nomenclature (mobile number of the customer along with DDMMYY, analyst id, alert id etc.).
76.	Meta data must be available to provide the summary of each and every audio file to facilitate easy fetching of the audio file basis demand/request.
77.	Playback System must support all codec e.g. G729, G711, G723, GSM.
78.	Playback System must complaint with Banks' retention policies
79.	Identify partial or complete audio loss during call recording
80.	Real time notification to agent on partial or complete audio loss during call recording

81.	System must have dashboard to show interactions are recorded, stored & managed in adherence to regulatory requirements.
82.	The interface should allow voice recorders to track/log all call events to enable subsequent call retrieval. It should operate in a free-seating environment including speakers and microphones and enable call retrieval on the basis of multiple parameters. It should handle held and transferred calls.
83.	Availability of recording channel for each handset /every call
84.	The voice solution should be open standard with multi-level architecture with high availability. Solution should be IP/SIP compliant. It should have high availability by making redundancy in critical levels to ensure uninterrupted call flow, recording, etc. It should have inbuilt hot swappable redundant solutions.
85.	The voice recorder should support IPv6 and IPv4
86.	The solution should provide the voice of the conversation between Analyst and Customer.
87.	The solution should provide the screen recordings of alerts handled by Analyst.
88.	The solution should record the voice conversations and screen recording in secure manner. The system should support end-to-end encryption.
89.	The solution should provide Voice play back functionality with role-based access control.
90.	The end to end solution call dialing and Voice Recording should support encryption and other security standards like authentications, passwords etc.
91.	It should support industry standard best practice security protocols for information systems and all security related features should be available.
92.	Auto scheduled health check for all systems and corresponding notifications on email to a group of people for proactive resolution.
93.	The system shall be provided with a user-friendly GUI based maintenance software. The visual indications of the faults should be available at the Maintenance Console in terms of messages. The system should support remote fault diagnosis.
94.	The proposed solution should comprise of latest versions of software and licenses versions included in it and should be certified for interoperability with

	each other. OEM to provide software / release versions of each of the components.
95.	Each component in the solution should EoL/EoS for at least 7 years. OEM to provide confirmation for the same. Warranty for 1 years and comprehensive AMC for 4 years must be available. After completion of 5 years, AMC may be renewed for further 2 years.
96.	Dial time restrictions (The specific time zones should be considered for the dial out)
97.	DND (to avoid irate the customers)
98.	Performance Metrics and KPIs in Real time manner (To get the insights of connect rates, call volumes, summary to evaluate the performance. Reports, Dashboards required for better decision, foresee the operational changes etc. and resource allocation, number of active calls, number of calls in queue, number of analysts on call etc.)
99.	The solution should support the Online call monitoring/Barge-in for authorized users/supervisors for whispering/training/Quality monitoring/talking to customer. (All Call should be recorded as a single call only)
100.	Every Call should be recorded including internal call i.e. intercom to intercom with zero loss of voice recording
101.	The system should consume low bandwidth and QoS should be implemented for calling and voice recording.
102.	The service provider should do the Threat modelling and Risk Assessment Matrix time to time as per Banks' IT/IS Policy for Audit and Security Assessment/Reviews.
103.	The solution should support Automated switch over for DR or BCP/DR drills of end-to-end solution.
104.	The solution should be provided with native functionality for Application performance monitoring for technical and functional issues failure of call, response time etc. It should be integrated with Banks' application as and when required. The solution should be capable for this integration.
105.	The solution should have Analytics capabilities.

106.	The solution should provide Customized MIS Reporting and Online Dash Boards as per Banks' requirement.
107.	The solution be provided both at Primary and DR sites.
108.	The solution should be scalable and modular and platform agonistic.
109.	Screen display of any particular analyst for command centre/supervisor intrusion/monitoring/coaching
110.	The solution should be able to record screens using latest protocols like H264 protocol
111.	The screen recordings should be of high quality but should be size optimized to occupy less space
112.	Ability to invoke automations for specific processes like compliance and PCI DSS
113.	The solution should have the ability to record the screens of dual monitors
L IVRS	
1.	Customizable IVR design and administration including user friendly GUI to make changes without needing development skills
2.	IVR should be Voice XML 2.0 or latest standards compliant
3.	The platform must have state of the art telephony systems (i.e. use of automation/advanced features for electronic transmission of voice and data to improve operational efficiency in terms of overall user experience) which are IVR based for call receiving and dispatch to the right teams.
4.	Telephony should prompt callers to self-direct through the main menu and call tree with IVR/ voice bot. Ability to provide customized messages, menus, and treatments based on the purpose of calling
5.	The solution should capture the response from the customer through IVRS as per workflow.
6.	The captured response should be updated in the Banks' application based on response entered by customer through IVRS.
7.	The solution should have IVRS/Voice bot capability to capture the responses from customer/analyst and should be recorded. The responses will be updated into the respective integrated systems as per requirement of the Banks' process flow.
8.	IVRS process flow should be customizable as and when required.

9.	IVRS should be multilingual. The system should capture the last language used by the customer for the response/reply.
10.	The IVRS should be capable to run 24x7x365 with 99.99% uptime.
M EPABX	
1.	The PBX system should be capable of integrating with legacy, current and upcoming protocols for telephony & communications in the proposed solution.
2.	System should support TDM, PRI and SIP Trunks.
3.	System should support standard protocols such as SIP to communicate with Voice Gateways.
4.	The system should have multi-level administration which permits granting only the required privileges for a selected group of users and limits the configuration functions that users in a particular user group can perform
5.	The PABX system should support for latest standards of CTI / API, such as TAPI and JTAPI, to interface with external applications.
6.	The system should support codecs G.711, G.722, G.729, GSM. Bidder should specify any additional supported codec's.
7.	The proposed communications solution should be IPv4 and IPv6 ready.
8.	The proposed system must be equipped with built-in firewall capability
9.	System should support SIP and VoIP based dialing
10.	System should always support remote agents and sites with all features and functionalities at all the time.
11.	Supervisors should be able to monitor the performance of remote agents. From all locations
12.	Each remote site shall have its own local PSTN trunks such that incoming and outgoing calls can utilize the local trunks instead of utilizing resources at the main location. (If required)
13.	System should be able to upload the hold music as WAV files, into the PBX.
14.	System should support IP / SIP phones, hard phones and analog handsets, Soft phones.
15.	Supervisors and Authorized users of the Bank should be able to monitor and observe agents by agent/analyst ID. They should be able to listen and talk on an

	agent conversation. They should be able to barge in during the call. They should be able to monitor the entire customer experience including announcements, music etc.
N	Integration
1.	Capable of integrating with backend databases over secure channels.
2.	Compatible with industry standard REST/SOAP APIs for integration
3.	All IP communications through https
4.	Solution must support Single sign-on capabilities on agent desktop as well as administrative interfaces
5.	The solution will be integrated with our existing Banks' application through API/Webservices etc.
6.	An application should be provided to update and check status of SMS, email, call details made by Analyst or through IVRS for a particular alert generated, which should be accessible from PRM application and directly from Auto Dialer application.
7.	Integration with other Banks' application like PRM.
8.	Solution should be capable for integration with various Bank's Business applications i.e CMS, CRM etc.
9.	Solution should be capable to integrate with other application like MS office, Email and SMS Gateway
10.	The system should be integrated with Email, SMS Gateway and other applications (if required).
11.	Integration with ADS, SSO, Secure OTP etc.
12.	Support for the latest technology integrations.
13.	Integration capabilities with Identity Management systems for automated users provisioning, de-provisioning, access management changes
14.	API/Web services Integration for consuming external webservices as per Banks' technological requirement.
15.	Chat services Integration with Chatbot, Ability to integrate with existing chatbot deployed by Bank.
16.	Email Relay / SMTP Integration

17.	The solution should capture the details of Calls, SMS and Email sent to customer and update in the Banks' system as per requirement/workflow. It should also update the delivery status of SMS/Email if made available to the System.
18.	The solution should provide the functionality to tag the alerts generated in Banks' application with respective voice calls, SMS and emails sent to customer in system. The system should have search option etc.
19.	The solution should support Database and Application Integration with Bank and Other application interfaces for data exchange, transaction processing and other Business or Operational purposes through API (REST as well as JSON), server to server, ISO, DB link, MQ, Middleware, Webservices, file, TCP/IP etc. the Bidder should develop and provide as per Bank's requirement.
O Archival and Backup	
1.	The system should have archival and backup functionality as per Banks' requirement.
2.	The solution should have capability to restore the backup as and when required
3.	The solution should have capability to access the necessary logs or recording from the archival.
P Headsets	
1.	Bidder should supply provide Headsets for agents and supervisors
2.	Proposed headsets should be compatible with proposed soft phones of the contact center platform
3.	The Headsets should have noise cancelling microphone
4.	The Headsets should provide HD Voice
5.	The Headsets should have flexible and adjustable boom arm
6.	The Headsets should have a cord length of minimum 200 cm
Q Future Ready System	
1.	The system should be capable for Voice Bots, Chat Boats, Sentiment Analysis, Speech Analysis, Robotic Process Automation (RPA) etc. in future as per requirement of the Bank.

The Bidder should submit the compliance in the following format for above mentioned Functional and Technical Specification/requirement. All the Technical and Functional Specification are mandatory. The compliance has to be given for each point. No Deviation will be accepted. The necessary documents and certificates should be submitted.

Sr. No	Required Functionalities/ Features	Compliance (Yes/No) and Supporting Documents	Out of the Box/Available as part of solution (Yes / No)	Will be Provided as Customizati on (Yes / No)	Feasible and to be Developed (Yes/No)
			3 Marks	2 Marks	1 Mark
1.	As per technical and functional specifications.	Attach the supporting Documents and Be specific to mention the specification.			
2.	Licensing details of Software Solution / Service/ Product	Attached supporting Document			

Technical Evaluation Scoring Matrix: -

S. No.	Scoring Parameters and Supporting Documents	Techni cal Scores	Supporting Document
1.	<i>Bidders Eligibility, Capability and Operational and Implementation Capabilities</i>	110	
(i)	Experience in business line (Contact Centre Solution) -		Registration Certificate / Incorporation Certificate
	>= 5 Years	10	
	>= 4 TO <5 Years	7	

	>= 3 TO <4 Years	4	
(ii)	No. of Analyst/Agents/Seats Implementation (Outbound Call Process of solution) for any organisation – Mainly for Outbound processes -		CA Certificate of Auditor signing the Balance Sheet
	>=1000	10	
	>= 500 to <1000	8	
	>= 200 to <500	6	
	<200	3	
(iii)	No. of Analyst/Agents/Seats Implementation (Outbound Call Process of Solution) in BFSI (other than Banking or Banking (International) or Banking process) -		CA Certificate of Auditor signing the Balance Sheet
	>= 1000	10	
	>= 750 to <1000	8	
	>= 500 to <750	6	
	<500	3	
(iv)	No. of Analyst/Agents/Seats Implementation (total Outbound Call capacity of solution) for Banking Sector (Domestic) -		CA Certificate of Auditor signing the Balance Sheet
	>= 500	10	
	>= 400 to <500	8	
	>= 250 to <400	6	
	<250	3	
(v)	Inbound and Outbound - OEM Gartner's Magic Quadrant, in use in Banking Sector process -		Copy of the latest Gartner Report
	Leaders	10	

	Challengers	8	
	Visionaries	6	
	Others	4	
(vi)	Operating Profit in last five years		CA Certificate of Auditor signing the Balance Sheet
	Profit in all 5 years	10	
	Profit in 4 years out of 5 years	8	
	Profit in 3 years out of 5 years	6	
(vii)	Overall Turnover 2019-20 -		Audited Balance Sheet
	>= 50 crores	10	
	>=25 crores to <50 crores	8	
	>= 15 crores to <25 crores	5	
	<15 crores	2	
(viii)	OEM or Bidders (Supplier of Dialer / Distributor / IVR / Logger etc.) supplied to number of Indian companies, based in India		Certificate from the OEM, listing the name(s) of clients
	>= 7 Projects	10	
	>= 5 to < 7 companies	6	
	< 5	3	
(ix)	ISO & Other applicable Certifications hold by Company and its solution For e.g.: ISO 27001; ISO 9001; CMM; ITIL, PA-DSS Compliant		Copies of latest certifications, to be attached
	-		
	No. of certifications >= 3	10	
	No. of certifications =2	7	
(x)	In-house Application Development Team		Copy of the Certificates and declaration from Authorised Signatory
	Available	10	
	Outsourced	5	
	Not Available	0	

(xi)	IVR Development Team		Copy of the Certificates and declaration from Authorised Signatory
	Available - Dedicated	10	
	Available - Centralized	5	
	Not Available	0	
2.	<i>Project Development/solutioning, Sizing and Architecture of the End-to-End Solution</i>	135	Based on Solution Document , The technical evaluation committee would award scores, based on Solution Documents, and their decision will be final. Any variation observed between during the site visits or presentation would be marked down. Any proof provided supporting the parameters, duly certified by the Authorised Signatory, would be considered and due weightage would be given by the technical sub-committee.
(i)	Actual Implementation/ Integration/ Migration Capability on selection as Per Project Plan in Bid (no. of days)		Project Plan for End-to-End Solution
	<45 Days	15	
	>45 Days to <=60 Days	10	
	>60 Days to <=90 Days	5	
	>90 Days	2	
(ii)	BCP Plan		Necessary BCP Document for the Solution
	Fully Complied with Scope / Excellent	10	

	Partially Complied with Scope / Good	6	
	Non-complied with Scope / Average	2	
(iii)	Security (Appendix- B1)		Necessary Certificate and Compliance Certificate by Authorised Signatory
	Fully Complied with Scope / Excellent	10	
	Partially Complied with Scope / Good	6	
	Non-complied with Scope / Average	2	
(iv)	Availability of Automated/Analytical Tools		Details of Tools and related documents
	Fully Automated	10	
	Partially Automated	6	
	Manual	2	
(v)	Voice Recording		Voice Recording Document/Certificate from OEM and Compliance Certificate from Authorised Signatory
	>= 99.99% to =100%	20	
	>= 99.00% to <99.99%	15	
	>=98.00% to <99.00%	10	
	<98.00%	0	
(vi)	Screen Recording		Voice Recording Document/Certificate from OEM and Compliance Certificate from Authorised Signatory
	>= 99.99% to =100%	20	
	>= 99.00% to <99.99%	15	
	>=98.00% to <99.00%	10	
	<98.00%	0	
(vii)	Whether system Capable the handle the 'N' number of calls per minute		Load test or Performance test report
	>=500 Calls	10	
	>=300 to < 500 Calls	8	
	<300 Calls	6	
(viii)	Whether application was scalable horizontally and vertically and architecture is capable to meet requirement		Architecture, Design and Necessary Supporting Documents and Manual to be shared
	Yes	10	

	No	0	
(ix)	Adequacy of data replication between DC and DR and availability of system		Architecture, Design and Necessary Supporting Documents and Manual to be shared
	Yes	10	
	No	0	
(x)	Solution support Automated Switchover in case of Disaster/BCP/DR Drills for End-to-End Solution		Architecture, Design and Necessary Supporting Documents and Manual to be shared
	All Subsystem Support	10	
	One Component or Sub system Do not Support	8	
	Two Components or Sub-System Do Not Support	6	
	More Than Two Components Do Not Support	3	
(xi)	Roadmap for EoL/EoS		Document and Certificate from OEM
	=7 Years	10	
	>=5 to <7	8	
	<5 Years	4	
	No Road Map	0	
3.	<i>Site Visit, Presentation and Feedback</i>	105	The technical evaluation committee would award scores, based on Site Visits, and co-relate with Solution Documents, and their decision will be final. Discrepancies observed would be marked down suitably by sub-committee.

A	Site Visit and Feedback	40	Bidder will arrange the site visit of their existing site/client/customer for Technical Evaluation on the following Parameters: -
i.	Training System /Tools		Bidder to show the Training system and Tools available with them and provided on the site. The necessary list to be provide with Bid and will be verified during the site visit.
	Excellent	5	
	Good	3	
	Average	1	
ii.	Physical Security		It will be based on Site access Control, Physical Security Checks, Governance related to Production Area, NOC, DC, PBX, System access etc. at site of visit
	Excellent	5	
	Good	3	
	Average	1	
iii.	MIS / Reporting		The reports generated for SLA Monitoring, Quality, CDR, & IVR Reports to be covered. These reports should be accessed web-based, Automated, real time, easily configurable. Sufficiency of dashboards and reports available out of box in Proposed end-to-end solution and its ease of use. Bidders should submit list of
	Excellent (All reports shown)	10	
	Good	7	
	Average	3	

			all such report and dashboard details in the Bid. Bank will choose and make its subset. The reports should be generated and shown during the visit. The score will be awarded basis on following formula: - No. of report shown/No. of reports in subset*10. It will be rounded off.
iv.	Efficiency of vendor in customization of Reports and Dashboards.		The report access will be checked like online,
	Excellent	10	Realtime and efficiency.
	Good	7	No of formats supported
	Average	3	All online and real time MIS builder tool only parametric changes No of reports supported
v.	Result while queried on old and new online data for analysis		e.g. 4 months old and Greater than set of
	<=90 Sec	10	10,00,000 records), how fast result appears on dashboard
	>90 Sec to 180 Sec	8	and quality/completeness of
	>180 Sec	6	the data for Complex Queries (Bidder to submit the performance and benchmark Reports and show give a live demo as well.
B.	Based on Presentations Meeting bank's expectations (as per scope)	65	
(i)	Management and Governance		

	Excellent	5	Attrition, Accolades / Awards/ Business Lines covered) The technical evaluation committee would award scores based on the presentation in co-relation with the Solution document, and site visits. Discrepancies observed would be marked down.
	Good	3	
	Average	1	
(ii)	Coverage in presentation and vis-à-vis Scope		Bidder should submit the compliance for Technical and functional specifications and present the understanding about scope of work, project plan and its implementation for end-to-end solution. The marks will be awarded as per clarity
	Fully Complied with RFP Scope / Excellent	5	
	Partially Complied with RFP Scope / Good	3	
	Non-complied with Scope / Average	0	
(iii)	Presentation versus Solution Document proposed		Clarity in presentation and understanding, depth of knowledge in presentation. Technical and Functional Documents and Brochures
	No Discrepancy	5	
	Discrepancy in 2 out of 10 subheads	3	
	Discrepancy in > 2 out of 10 subheads	1	
(iv)	Futuristic Technologies		Voice Bots, Chat-bots; Speech Analysis; Voice Recognition System; Sentiment Analysis, Robotic Process Automation (RPA) etc.) Details documents, brochure about the
	Available and In-built as part of Current Solution	10	
	Customisation or to be Developed	5	
	Not Available	0	

			futuristics technology modules and integration capability of system.
(v)	Development and Support Team Availability/Experience (Quality, Tech. Support) Vendor employee attrition is acceptable and well managed Manpower Management		Bidders to submit the certificate duly signed by authorized signatory and CA about these details. Certificates verified by their customers will be given additional marks.
	Average Experience of team at each level i.e. L1, L2, L3 etc. more than 5 years in the company for development, IVRS Development and Support - Excellent	6+4	
	Average Experience of team at each level i.e. L1, L2, L3 etc. more than 3 years in the company for development, IVRS Development and Support - Good	3+4	
	Average Experience of team at each level i.e. L1, L2, L3 etc. less than 3 years in the company for development, IVRS Development and Support - Excellent Average	1+2	
(vi)	Status of adherence of time schedule. Delay, if any in implementing change requests, Statutory Guidelines/ Regulatory Guidelines/ RBI guidelines or any other Customisation advised to Bidder	6+4	Bidder to submit the Release Management Charter, EoL, EoS, Patch management documents and tracker. The details should contain the roadmap of solutions, release management updates, patch updates and
		0	
(vii)	Timely upgradations and patches	6+4	
		0	
(viii)		6+4	

	<p>Reasonability of CR Efforts/Man-days submitted by Vendor</p>	<p>0</p>	<p>implementations at client site. These documents should be signed by Authorised signatory and CA of the Bidder, the deployment or patch updates, release update at client duly Signed by clients site will carry additional marks.</p>
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Technical Scoring: -

I. Functional and Technical Specifications: -

Each Functional and Technical Specifications are mandatory. Each functional and technical specification will carry the equal score based on parameters i.e. Out of the Box/Available as part of solution, Will be Provided as Customization, Feasible and to be Developed. Minimum Qualifying Marks for Functional and Technical Score will be 90%. Bidders scores less than 90% will be disqualified. Each Functional and Technical Specifications will carry the marks as below: -

- i. Out of the Box/Available as part of solution – 3 Marks
- ii. Will be Provided as Customization – 2 Marks
- iii. Feasible and to be Developed – 1 Mark

Total marks for Functional and Technical Specifications is 1014. The detailed marks distribution is as below: -

S. No.	Functional and Technical Specification Description	Total Marks
A	General - Common Functional and Technical	54
B	Performance, scalability and General Requirement	33
C	Certifications and Best Practices	9
D	Support/ End of Life (EoL)/ End of Support (EoS)/ Deployment/ Integration/ Implementation	51

E	Multi location Support at Primary and BCP/DR Sites	15
F	High Availability	9
G	Scalability	3
H	Feasibility of Existing System	6
I	Reporting requirements	57
J	Auto Dialer Functionality	276
K	Voice Recording and Screen Recording	339
L	IVRS	30
M	EPABX	45
N	Integration	57
O	Archival and Backup	9
P	Headsets	18
Q	Future Ready System	3
Total Score for Functional and Technical Specifications		1014

II. Technical Evaluation Scoring Matrix: -

The maximum score for Technical Evaluation Scoring Matrix is 350. Minimum Qualifying Marks for Technical Evaluation Scoring Matrix will be 60%. Bidders scores less than 60% will be disqualified. The details are as below:-

- a. Bidders Eligibility, Capability and Operational and Implementation Capabilities - 110
- b. Project Development/solutioning, Sizing and Architecture of the End-to-End Solution - 135
- c. Site Visit, Presentation and Feedback - 105

III. The technical score will be total of Functional & Technical Specifications and Technical Evaluation Scoring Matrix.

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

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

Name & Signature of authorised signatory

Seal of Company

Scope of Work and Payment Schedule

I.

Sl No	Requirements	Marginal comments for departments
1	Description of Product/Services	As per RFP. Bidder should setup the end-to-end solution at identified location, PR, DR sites, Pre-prod, UAT etc. as per requirement of the Bank. Out-of-Scope work and Assumptions: Future business application integrations other than mentioned in this RFP.
2	Description of Deliverables	As mentioned below in this annexure and as per RFP.
3	Third-Party Components	Bidder should provide and describe details of all third-party items, components, materials and licences etc. as part of deliverables as per project plan.
4	Term of the Project - Project Schedule; Milestones and delivery locations	The delivery of location to be advised to the successful Bidder. The Service provider should submit the design and architecture of end-to-end solution. The final project plan should be submitted after 10 days of PO. Other terms and condition shall be as per RFP.
5	Warranty Term	1 Year from the Go-Live and acceptance by the Bank.
6	Annual Maintenance (AMC) Term	4 Years after expiry of the Warranty
7	Integration / Migration Requirements with existing systems	a) As per RFP. b) The end-to-end solution will be integrated with with the Bank's current security and operations management systems like SOC, PIMS, DLP, AD, ITAM, Centralised Key Management

		System, NAC etc. to be mentioned as per Banks' IT/IS policies.
8	Help Desk Requirements	<p>a) 24 * 7* 365 days per year, online support facility including auto call logging mechanism.</p> <p>b) The expected time of response and resolution should be as per severity matrix mentioned in the Annexure J (Penalties)</p> <p>c) Email and SMS should be sent for nonfunctioning of system and its subsystem, applications or Analyst application, as decided by the bank.</p> <p>d) Escalation process should be in place for unresolved issues and necessary reports should be submitted as decided by the Bank.</p> <p>e) Service Provider support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.</p> <p>f) Service Provider should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.</p> <p>g) Bidder and OEM should have Support Centre up to L3 level in India</p> <p>h) Other requirement will be as mentioned in this RFP.</p>
9	MIS Report Generation requirement	<p>a) User-defined reports</p> <p>b) In-built reports generated by the system from the day-1. The Bidder should submit details of these reports in the Bid.</p>

		<p>c) Dashboard requirements etc. Bidder should submit details of Dashpord reports including online..</p> <p>d) as per requirement of the Bank and this RFP.</p>
10	In case of Transaction System	<p>a) The system or applications should have necessary Audit trails, Audit logs reporting & analysis tool and service provider should configure and customize as per banks' requirement. The solution should be capable to do the reconciliation between Banks' application and End-to-End solution for data/alerts received and process flow (call made, Voice recording, screen recording etc.) handled by End-to-End Solution.</p> <p>b) Solution should be scalable to handle at least 500 calls per minute in peak time with 50 users/licences.</p>
11	Performance Requirements	<p>99.99% excluding the planned downtime. However, end-to-end solution should be redundant without single point of failure as per RFP. Bidders should submit all relevant reports, testing reports or certificates.</p>
12	Scalability Requirements	<p>a) As per RFP.</p>
13	Regulatory / Compliance Requirements	<ul style="list-style-type: none"> • Solution should comply with bank's IT/IS policy and applicable regulatory/statutory compliances. • Bidder/vendor shall have obligation to comply with all the recommendations/close all the vulnerabilities reported in the various security review, IS Audit, UAT etc conducted by the Bank, regulators, bank appointed third party at various stages during the contact period without any additional cost the Bank."

14	Security Requirements	<ul style="list-style-type: none"> • Bidder/<i>vendor</i> shall have obligation to comply with all the recommendations/close all the vulnerabilities reported in the various security review, IS Audit, UAT etc conducted by the Bank, regulators, bank appointed third party at various stages during the contact period without any additional cost the Bank • Bidder should comply third party vendor security controls as per Annexure – B1
15	Pilot Requirements	The service provider should conduct the pilot of the end-to-end solution for 10 days after UAT signoff and before Go-Live
16	Review and Testing; Acceptance	AS per RFP.
17	Backup system / POC / test & training system / DR system	The system should have capability of backup and archival as per Banks' requirement.
18	Training	As per RFP.
19	Payment schedule	As per RFP

II. Scope of Work

1. Current Setup and Operations:

SBI currently operates its Proactive Risk Management (PRM) Cell at Jaipur to monitors the suspicious digital transaction performed by the customers through Debit Card (e-Com, ATM, POS etc.), Prepaid Cards, Internet Banking (Retail and Corporate), Mobile Banking (MB) i.e. YONO Lite, YONO and Unified Payment Interface (UPI). The PRM Cell functions on 24/7 basis and 365/366 days working. Presently, Bank functions Monday to Sunday with an average alert/outbound call volume of 3000 per day and average talk time is approximately 120 seconds. Analyst at PRM Cell calls the customer regarding the confirmation or genuineness of the transaction done by respective customer on select basis. It functions from its Primary Site and operates from Alternate/BCP site at AML/CFT Department, Nehru Place, Jaipur (5 seats) and LCPC, Matrix Mall, Jawahar Nagar, Jaipur (10 Seats) in case of Disaster / BCP drills.

Bank has a Core Banking System (B@NCS-24) and PRM application, where alerts are generated and handled by Analyst at PRM Cell. Analyst uses the DCMS application to block and unblock the card through PRM. PRM applications are also integrated with other Banks' applications for Pre-paid, INB, MB, YONO, UPI through its in-house application through APIs/Webservices for various functionality to fetch the customer demographic data, Block User IDs, VPA etc. The necessary data/information available to these applications on real time basis through interfaces with various applications. PRM application has access to various applications of the Bank on WEB Interface/TCP IP messaging system and various other methodologies. The secure access to the applications is through firewalls etc. Banks's Primary Data Centre are in Mumbai and DR Data Centre is in Hyderabad.

2. PRM Cell Current Architecture

The current technology setup at PRM Cell is provided by the Telecom/service providers like EPABX, PRI lines (BSNL and Airtel) and Voice recorder. 2 (Two) PRI Lines are terminated at PRM Cell and has an EPABX provided by different Telecom Service Providers. Its feasibility to be done, and appropriate scalable new EPABX will be provided by the Service Provider.

The PRM Cell is a 'Pillar for Safe and Secure Digital Banking Platform of the Bank' by way of prevention of digital frauds. Keeping this in view, we expect to connect customer for suspicious digital transaction to improve customer delight. The Automation of outbound calls and capture the response through IVR and voice and screen recording should be done. The future IVR call flow/end-to-end process flows have to be designed in consultation with Bank. The infrastructure refers to the hardware, equipment, devices, software, telecom infrastructure, LAN components, licenses etc.

- a) However, new infrastructure setup should capable to function in parallel also means Analyst should able to function from all work locations in case of need.
- b) Contact the customer or by Analyst through Voice Blast dynamic IVRS, SMS, email etc. to capture the response for confirmation of the transaction performed by the customer. The response will be captured as entered by customer/Analyst based on conversation with the customer as applicable.

- c) All the identified locations have the similar components including Gateways, ACD, IVRS, CTI, MIS, Recording servers with 100% of Voice and Screen Recording, Analyst desktop application, reporting servers etc.
 - d) In the event of any one location failing, the BCP/Alternate locations are designed in such manner that Analysts are able to function from to handle the calls and auto Dialing of Calls is working seamless without interruption
 - e) Existing Applications PRM Applications, DCMS, CBS, EIS etc. are hosted on Bank's server at Bank's identified Data Centre Locations. Necessary interfaces should be provided to necessary applications as per RFP. Necessary Customization required for integration on the bank's applications will be taken care by the Bank.
3. The Vendor should be technically capable and ready to implement these initiatives as and when Bank is ready.
- a) New-age technology tools, applications and management systems to be utilised by the Bidder:** The Service Provider need to provide APIs and technical support required for integration with the Bank's applications. The Bidders should provide end-to-end solution and its infrastructure which is modular, scalable, platform agnostic and capable to integrate with other applications or system or Analytical tools for following but not limited to:-
- i. Reduce Average Handling Time
 - ii. Call Routing
 - iii. Telephony infrastructure
 - iv. IVR and voice portals for self-service applications,
 - v. Outbound dialling/proactive contact
 - vi. Voice and Screen Recording
 - vii. Computer-telephony integration/web services interfaces — including tools for integration with Banks' applications
 - viii. Knowledge-based self-service
 - ix. Session recording and quality monitoring

4. In order to improve operational excellence and efficiency, the following needs to be implemented by service provider:-

- **Auto Dialing to the customer**
- **Designing and implementation of the outbound Call and IVRS Process/Workflow:** The solution is able to handle the outbound calls as per process or work flow. Messages to be played to the callers as per the language preferences. Prerecorded IVR prompts in required languages will be provided by Bank. The customization should be available for all such requirement.
- **SMS/Emailing /Messaging for sending information/transaction details to the customers:** The solution should have capability to send the details by SMS/email to the caller instantly. Solution should also be capable to implement the functionality for support and Help Desk as well.
- **Integration with Banks' Applications:** - The Vendor should interface with any additional backend systems which may be rolled-in for implementing all current functionalities of end-to-end solution. The CTI application to be developed is to be integrated with Banks' applications as per this RFP. Please refer to all relevant sections in the RFP. Ability to integrate with bank's other channels like E mail, Complaint Management System (CMS) etc. to have an automated and integrated approach. The future upgrade of Banks' applications will also be integration with this end-to-end solution.
- **Reports and Dashboards:** - To generate in-depth customized dash boards, reports (periodic and on-demand) and provide dashboards.

5. Projected Call/Alerts Volume: -

The following section gives the indicative call volume projections which Bank envisage for the next five (5) years:

Description	Current	Year-1	Year-2	Year-3	Year-4	Year-5
No of Analyst	50	100	120	150	160	180
Approx. No. of Calls per day	15000	48900	82800	103500	110400	124200
Total Calling Time per day (in Minutes)	30000	97800	165600	207000	220800	248400

The increase in call volume vis-à-vis current volumes can be attributed to future increase in functionality of the PRM Cell, because of new process flow or functionalities being deployed or introduced. The projected data is to facilitate the Bidders to plan the technology platform for end-to-end solution to meet the future requirement and technological innovation and upgrades required by the Bank. These figures are only indicative and do not have any Binding on the Bank.

6. General:-

- i. Bidder will provide all necessary components but not limited to Voice/Media Gateway, IVRS, ACD, CTI, Logger, Dialers, Servers (if required as per proposed architecture/design), racks, LAN components, Headsets, Licenses, support and services, API, Applications and interfaces required for Integration with Banks' Applications. The PRIs will be provided by the Bank.
- ii. All technology, network and telecom components should be supported versions of latest software and hardware. Each component should be upgraded and patched time to time as per Banks's IT/IS policy. No extra cost will be paid for these upgrades and activities.

- iii. All Bill of Material (BOM) along with licences details, supplied to the Bank, should be mentioned and necessary certificates and documents should be delivered to the Bank. Service Provider should also support to the Banks for Inspection/Audit or verification conducted time to time.
- iv. Bidder to submit a detailed document on the technology architecture proposed for Bank and include in the Bid submission. The technology architecture and process flows submitted by the Bidder will go through an approval process of SBI and may be subject to the change. The Service Provider will need to incorporate these changes.
- v. Any of the mentioned services can be withdrawn by giving a notice of 60 days, any time during the contract period and no commercials for the service as per price discovery, will be paid subsequent to withdrawal of service.
- vi. Bidder should submit the Letter of Undertaking (Appendix – ‘T’) for providing all the services as mentioned at Appendix –‘E’ - SCOPE OF WORK of RFP

7. High Availability, Support etc. & BCP-DR: -

- i. All support and services like, design, configuration, customization of Analyst log-in, process flow, liaising with third party, training, UAT, facilitation of audits/compliances, Information Security Reviews and complete the operations is assumed to be part and parcel of the regular support and services.
- ii. Bidder should ensure that all components are redundant and there is no single point of failure except PRI. However, service provider should design the system in the manner where failure of PRI can be minimized by redundancy. If there is disaster at any Work or Data Centre locations, then Analyst should be able to function from the available sites without interruption/disruption.
- iii. The service provider should ensure the proposed architecture supports integration and interface to the identified Work Site/Data Centre Locations i.e.

Primary and BCP/DR site and Banks should be able to function in case of any Disaster/Eventuality.

- iv. The Service Provider should design and provide the functionality to work from the Alternate/BCP site or Anywhere and suggest the necessary changes time-to-time to strengthen if required that will be approved by the Bank.
- v. All the critical components should be in active-active mode always. Components which cannot be feasible in active-active mode should be mentioned explicitly and configured in active-passive/standby mode, in which case there should be facility for auto-failover or switchover. Bidder to mention and submit the necessary documents and architecture with the Bid.
- vi. In case of failure of any system/subsystem and where service provider/OEM is unable to provide any solution whatsoever reason, and the functioning is affected adversely for longer duration and is expected to remain so, the service provider must intimate the Bank in writing advising the nature of defect and the time for upgrading/resolution , and ii) in case the same system cannot be upgraded or issue could not be resolved by the service provider/OEM, for whatsoever reason the Bidder has to intimate the Bank in writing and at the same time initiate the steps to ensure the continuity of the operations.

8. **Integration:** -

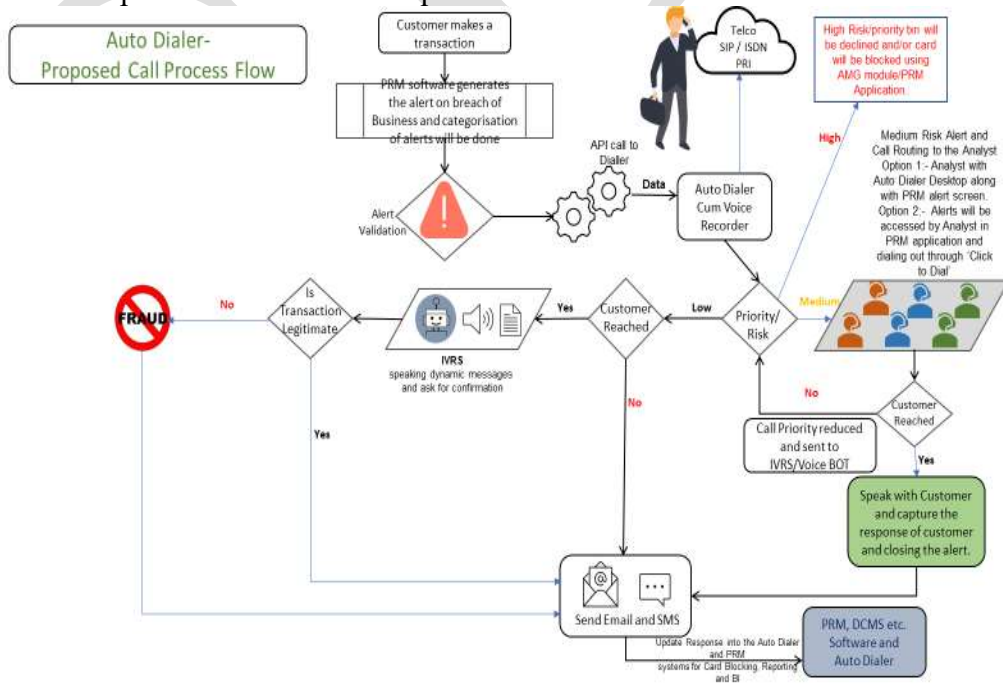
- i. The Bidders should provide APIs / Webservices or other method as per functional and technical specifications for integration with other technology platform/application provided by the service provider and Banks' applications.
- ii. The solution should support Database and Application Integration with Bank and Other application interfaces for data exchange, transaction processing and other Business or Operational purposes through API (REST as well as JSON), server to server, ISO, DB link, MQ, Middleware, Webservices, file, TCP/IP etc. the Bidder should develop and provide as per Bank's requirement.

9. Transition: -

- i. The Service Provider will build and setup the new infrastructure parallel of existing setup and will cut off/switchover to the new setup in no/zero downtime. At the time of migration, the service provider will provide necessary support to the Banks and will ensure smooth transition and Go-Live.
- ii. Service provider should provide the necessary tools/software/application to access, retrieve, restore and playback of voice and screen recordings after completion/expiry of the contract. Bidders should also arrange for necessary documents, hands-on-training and proper knowledge transfer with the satisfaction of the Bank.

10. In Summary, the New Setup/Infrastructure requirement is to provide end-solution consist of Auto Dialer, EPABX, Voice and Screen Recorder, IVRS and its integration with Banks' applications. Presently, we are having an application where alerts are being generated. The setup is required for approximately 50 Analyst. The system should be capable of approximately 15000 calls per day from day 1.

The high level of process flow for our requirement is as below: -



The process flow is only for understanding of high-level requirement. However, multiple work/process flows will be required as per requirement of the Bank.

11. The Service provider will supply, install, customize, configure, maintain, support the Auto Dialer, EPABX, Voice Recording, IVRS, necessary system/solution/components/subsystems and its integrations with Banks' applications with following features and functionalities for new infrastructure setup:-

1. The solution should have highly customised and configurable call flow/workflow as per banks' requirement. Solution and its integration should be customisable/configurable for alert and action prioritisation based on various parameters.
2. The system will receive the alerts with priority like High, Medium, Low. System should be integrated to receive the alerts / data through APIs. These parameters should be dynamic to configure and highly customisable, Solution and its integration should be customisable in a such manner, if various type of parameters made available to system then alert prioritisation can be redefined, customised and same is configured with the system.
3. The solution should able to make Automatic Outbound Calls as per alert categorisation without manual intervention.
4. The solution should have Click to Dial functionality. No manual dialling in case of call dialled out by Analyst (Click to Dial).
5. Solution prevent the dialling to wrong number etc. and if dialled out then should update the response into the system about wrong number.
6. The solution should capture the response/data from the customer through IVRS.
7. The captured response should be updated in the Banks' application based on response entered by customer through IVRS. Auto marking/recording of fraudulent transaction in PRM application based on response entered by customer through IVRS.
8. The solution should be capable to keep 180 days voice recording in live environment and older recordings should be archived on the storage as per Banks' requirement for 10 years.
9. The solution should have Multichannel Capability (Voice, Screen Recording, SMS, Email etc).

10. The solution should be integrated with other security system like PIMS, DAM and SOC etc.)
11. The solution should have Answering Machine Detection functionality. Answering Machine Detection (AMD): - This feature determines whether a machine (voicemail answering machine) or a human i.e. customer has answered the call. AMD can be applied to all automated outbound calls (outbound IVR, click-to-dial).
12. The solution should capture the details of Calls, SMS and Email sent to customer and update in the Banks' system. It should also update the delivery status of SMS/Email if made available to the System.
13. The system should be capable to integrate with Bank's Email Gateway, SMS Gateway and other applications (if required). The solution should provide the functionality to tag the alerts generated in Banks' application with respective voice calls, SMS and emails sent to customer in system. The system should have search option etc.
14. The solution should be capable for Call Prioritisation and Queue management such as Customer may be attempted to contact more than once if fails to connect in first or second attempt at defined interval. The solution be configurable for number of call attempts to a customer as well as to adjust the time lag between call attempts.
15. The solution should reduce or optimise the call wait time e.g. the customer will be connected to Analyst, once call is picked by the customer. Reduced wait time e.g. the customer will be connected to Analyst, once call is picked by the customer. The Solution should be configurable for number of call attempts to a customer as well as to adjust the time lag between call attempts.
16. The solution should have Filter Management i.e. Do Not Call (DNC) and Time Zone calling may be configured.
17. The solution should have Call Monitoring and Supervision module/functionality, Barge-in, whispering etc.
18. The solution should provide the voice of the conversation between Analyst and Customer.

19. The solution should provide the screen recordings of alerts handled by Analyst/users/Supervisors. Screen Recording for alerts handled by the Analyst/Supervisors/users for their actions.
20. The solution should record the voice conversations and screen recording in secure manner. The system should support end-to-end encryption.
21. The solution should provide Voice play back functionality with role-based access control.
22. The end-to-end solution should be compliant with regulatory guidelines, PCI-DSS and Banks' IT/IS policy etc. All sensitive information will be stored in secure manner as per Banks' IT/IS policy.
23. The end-to-end solution will have role-based access controls.
24. The end-to-end solution be provided both at Primary and DR sites as per Architecture.
25. The end-to-end solution should be scalable and modular and platform agonistic.
26. The solution should be integrated with our existing Banks' application through API/Webservices etc.
27. The service provider should provide a single interface to monitor end-to-end solution.
28. The integration should be done with other applications viz. email, SMS, Active Directory Services (ADS), Single Sign On (SSO) etc. Bank's existing email servers, SMS gateway, AD and SSO solution to be used.
29. Windows Operating System and Windows SQL Databases required for contact centre applications will be provided by Bank. Further, necessary licences will be provided to service provider where Bank is having EULA.
30. MIS Reporting/Online Dash Boards: - The solution should provide Customised MIS Reporting and Online Dash Boards as per Banks' requirement. The following in-built default reports are required immediately after Go-Live from day-1, in both PDF and excel and / or other readable formats: -

S.No.	Report Name
1	Outbound Calls Details
2	IVR Report
3	Process Performance Report
4	Daily, Weekly, Monthly, Half Yearly and Yearly Customised Reports are per requirement of Bank
5	Inbound Call Details
6	Outbound Recording Tracker
7	Click To Call Report
8	Email/SMS Reports
9	Outbound – Analyst Performance Report
10	NICE Recording Status
11	Repeat Call Report
12	Unique Alert/Call Disposition Report
13	SLA Monitoring Reports
14	Outbound Dashboard
15	Outbound Alert/Call Disposition Report
16	Outbound Wrap data

Other reports and dashboards will be provided and customized by the service provider as per requirement of the Bank.

12. Other requirement, terms and conditions: -

- i. Service Provider should Supply, delivery, testing, installation, commissioning, maintenance and support for all components of the end-to-end solution as per the technical specification defined in this document. The contract shall be for a period of 5 years from the date of installation of the equipment. The solution should get integrated with the Bank's existing Bank's applications using API and other industry standard protocol.
- ii. Service Provider should provide all necessary hardware, software, interfaces and license etc. required to make the end-to-end solution in working condition strictly

as per functional and technical specifications. All Functional and Technical specifications given in this RFP are mandatory and should latest. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no add-on advantage/weightage would be given for higher configurations.

- iii. The Service Provider should provide a Project management and implementation services for implementation of solution until the solution in line with the scope of work.
- iv. Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Life (EoL) and End-of-Support (EoS) for the entire duration of the contract. In case the OEM has not declared the EoL/EoS dates for the equipment proposed by the bidder, the bidder has to submit along with the bids a letter of undertaking from the OEM on OEM's Letterhead confirming that OEM has not declared the EoL/EoS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the release date of the RFP).
- v. The equipment shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the product as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.
- vi. Bidders must provide the rack for mounting of the equipment proposed in the solution. Bidders must also provide equipment with rack mounting kit to accommodate all components in the rack.
- vii. Service Provider should provide all necessary entitlement papers/certificates of license for both hardware and software to the Bank.
- viii. Service Provider shall ensure that during various phases of implementation, the performance and security of the existing setup is not compromised.
- ix. The Bidder shall have to specify the quantity, make and model of the components/equipment/software/licences etc. are being proposed in the Bid document in compliance to this RFP. The bidder must have a good qualified technical staff with valid certification(s) from the OEM (being represented by them) to understand the technical problems and provide proper resolution.

- x. Service Provider has to appoint a Project Manager for this RFP for the entire duration of end-to-end solution implementation for all phases of the project.
- xi. The bidder should make presentation to the Bank for the proposed end-to-end solution explaining about the solution approach/project implementation and the Functional and Technical specification compliance and as specified in the RFP.
- xii. Testing of Equipment and end-to-end solution: The Service Provider will install/set up/configure/customize and support the test systems, to accommodate the User Acceptance Testing.
- xiii. If during the contract period it is found that one or more features specified in this RFP is/are not supported, the bidder has to replace earlier supplied device with a device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder in the interest of the Bank.
- xiv. Bidder has to submit escalation matrix and share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.
- xv. The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. The Bank, however, reserves the right to procure extra quantity during the validity period of the offer. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The bidder has to advise the Bank about the movements of their shipment well in advance.
- xvi. Bidder shall inform Bank about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. The Bidder shall provide necessary support and assistance in implementation/installation of the patches/updates etc. to the Bank as and when required. All products updates, upgrades & patches shall be provided by the Service Provider without any additional cost to the Bank during entire duration of the contract.
- xvii. Bidder/OEM shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during

the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the bidder has to replace the equipment with equipment meeting all the specifications of the RFP at no extra cost to the Bank. However, the Bank reserves the right to waive off the hardware replacement requirement depending on the type of vulnerability and its associated risk.

- xviii. The Bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware as soon as they are declared by the OEM. However, Each component in the solution should EoL/EoS for at least 7 years. OEM to provide confirmation for the same. Warranty for 1 years and comprehensive AMC for 4 years must be available. After completion of 5 years, Bank may renewed for further 2 years on mutually agreed terms and conditions, at the sole discretion of the Bank. As such, Service Provider shall ensure that all supplies (hardware, software etc.) must not be EoL/EoS and spares/upgrades shall be available for the entire duration of the contract.
- xix. Service Provider should provide vulnerabilities and patch related information as and when release by OEM to Bank for all components of end-to-end solution. In any case, vulnerabilities should not be kept hidden until patch release.
- xx. Service Provider shall arrange to provide one-time exhaustive training (prior to implementation or as per the schedule given by the Bank) to the Bank's nominated persons. Training plan, scope and duration of the same to be shared with the Bank and has to be mutually agreed before finalizing the training.
- xxi. The service provider should provide support with its own resources which are employee of the bidders company or OEM resources.
- xxii. All support/services/features/functionalities etc. under scope of work required have to be provided initially or subsequently during the contract period by the Service Provider as and when required by bank, without any additional cost to the bank, whatsoever.
- xxiii. Preventive maintenance: the bidder shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of

the equipment, and necessary repair of the equipment) once within first 15 days of the installation and thereafter once every quarter.

- xxiv. The Service Provider shall ensure that only qualified/certified maintenance engineers, who are totally familiar with the equipment, shall perform all required repairs and competent for support and services. The bidder shall provide replacement equipment if any equipment is out of the premises for repairs. Any worn out or defective parts withdrawn from the equipment and replaced by the Service Provider shall become the property of the Service Provider and the parts replacing the withdrawn parts shall become the property of Bank.
- xxv. The Service Provider shall in addition comply with the performance guarantees specified under the RFP/Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Service Provider shall make such changes, modifications and / or additions to the Products/end-to-end solution or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

13. Project Management, Governance, and Change Management Process:-

- i. Fortnightly meetings should be conducted to share and discuss the various SLAs and the way forward for improvements. Similarly, Quarterly meetings should also be conducted to study the progress with regard to analysis and discussion on all the SLAs. All Data / Dashboards are segregated as Operational, Technical and Outbound for the way forward. Annual, or in case of need, even earlier, the Steering Committee meetings should be held, considering the various goals and objective of the Bank.
- ii. The bank would require changes in the solution/systems. These changes could include technology and operational / functional changes. The Bidder is expected to follow a robust internal change management system that could support the bank's needs. Any change at Bidder will be documented and relevant system log should be available for audits, regulatory and statutory compliances, IS reviews. The application should be certified by CERT-In empaneled vendors.

iii. The Bidder will quote for a man-day rate for any new requirement of the bank after project completion and acceptance given by the Bank, only for major changes (major changes are those wherein the development period exceeds 5 man-days, as discussed and finalised with the Bank). In case of disagreement, the decision of the Bank on the categorization of a Change Request as major or minor would be final and binding. However, in respect of any major cost due to License fee, it would be mutually agreed upon. All change request should be documented and should have a numerically assigned number of sequential order. All change requests should be classified, and approval and escalation mechanisms should be defined as per the classification. All changes will be executed by the Vendor within the agreed schedule. Bidder should provide the necessary changes or deliverables without any cost to the Bank if efforts are less than 5 days. Development or deliverable where efforts are more than 5 days, the efforts will be negotiated between Bank and payment will be payable on agreed terms between and Service Provider. Cost of such development will be quoted in per mandays. No charges will be payable for new change request where efforts are upto 5 days. Further, no extra cost will be payable for implementation or changes which are required due to regulatory guidelines.

iv. The Bidder will quote for Commercials for any new requirement of the Bank after project completion/warranty and acceptance given by the Bank.

SLA for Change Management – Penalty slab on the cost of development

Within timelines finalised with Bank- No penalty

Within 7 days of specified number of days- 0.25%

Over 7 days - 0.50%

In case the delay is from Bank's side or Bank's technology Service Provider, then this penalty would not apply.

v. As part of the Bid, the Bidder shall submit a detailed project plan detailing all activities needed to be completed during the phases of project and before go-live

date, assign responsibility for the activity and scheduled completion date for the same. The Bidder will conform to the project plan submitted as part of the Bid response.

- vi. All professional services necessary to successfully implement the proposed solution will be part of the RFP. These project management, integration and services include, but are not limited to-

a. Feasibility, Solution Design and Development

The Service Provider will conduct a detailed solution discovery workshop and provide a Functional Specifications and Design Document (FSD) relating to the functionalities required by the Banks as per functional and technical specifications for Supply, installation, Configure and Integration with Bank's Application (SMS, Email and PRM Applications etc.) for various type of complete call flows. The FSD should include the standard operating procedure proposed for aligning the application to meet the Business requirements. During this phase the Service Provider should identify all integration touch points that may be required with the existing Application Landscape in order to meet the business requirements.

The FSD will include, but not limited to:

- Problem Assessment
- Functional Requirements & Specifications
- Business and Technical Process Flows
- User Interface and User Experience Design
- Business Rules
- Installation on Production and UAT Environment
- Data Dictionary, etc.

The FSD duly signed off by the Service Provider & Bank, will act as the baseline document for further phases till Go-Live. This document will also act as the final Functional Scope document of the project.

- The Service Provider shall be responsible for accuracy of design components to business needs of the Company

- The Service Provider should ensure that the quality assurance and development standards outlined in the development methodology are adhered to and required functionalities/reports related to same are generated and shared with Banks' Team on regular basis.
- The Service Provider shall be responsible to design & develop Solution for the Auto-Dialing, Voice Recording, IVRS Call Flow and other process as per requirement of the Bank.
- The Service Provider shall be responsible to performing Unit testing and Integration testing prior to deploying the solution for User Acceptance Testing.

b. Testing

- Bank proposes to conduct a “User Acceptance Test” (“UAT”) testing to ensure that all the functionality requested for by Bank is available and is functioning accurately as per the stated requirements.
- The Service Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough testing prior to deploying the code to this UAT.
- The Service Provider will be responsible for providing Test Case Designs, End to End Test Cases and Test Results, after each round of comprehensive testing.
- The Service Provider will convey to the Bank that all the customizations and development work required to “Go Live”, as agreed upon and signed off by Bank are completed and the solution is ready for testing.
- The Service Provider will install/set up/configure and support the test systems, to accommodate the User Acceptance Testing.
- Bank expects the application to be available always, for the purpose of testing.
- The Service Provider shall assist Bank in preparing end to end test cases including the test data to support all the Business scenarios/process flow. The Service Provider should dedicate sufficient number of resources for this to work with Bank.
- The Service Provider will assist Bank in conducting all the tests and analyzing / comparing the results.

- The Service Provider will be responsible for maintaining appropriate program change control and version control for all the modifications / enhancements carried out during the implementation / testing phases as per requirement of the Bank.
- The Service Provider will be responsible for providing and updating system & user documentation as per the modifications.
- All errors, bugs enhancements / modifications required during and after testing will be immediately resolved by the Service Provider, and sign – off from the same will be obtained from Bank.
- The Service Provider will be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues addressed in a timely manner subject to the satisfaction of the Bank.

c. Project Implementation, Support & Management

- The Service Provider will be responsible for Project Planning and Providing Periodic updates to the Bank
- The Service Provider will appoint a Project Manager, who will be responsible for supervision, coordination, communication of all activities at regular intervals related to the Project Delivery as per agreed time-lines.
- The Service Provider will be responsible for Co-ordinating with OEM Service Providers, Bank and its Service Provider for issues related to integration.
- The Service Provider should submit as part of technical Bid an overview of Project Management approach of the proposed solution.
- The Service Provider should ensure that Service Provider's key personnel with relevant skill are always available to the Bank.
- The Service Provider should ensure quality of methodologies for delivering the services and its adherence to quality standards.
- The Service Provider should provide and implement patches / upgrades / Software / Middleware etc. as and when release by the Service Provider/OEM or as per requirements of the Bank for Application.

- The Service Provider should bring to notice of the Bank all release /version changes.
- The Service Provider should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- The Service Provider should provide maintenance support for Software / Operating System/ Middleware over the period of utility of Software / Operating System /Middleware as may be applicable.
- All products (including open source components), updates and support for upgrades & patches, should be provided by the Service Provider free of cost during warranty and support period.
- The Service Provider should provide legally valid software solution.
- The Service Provider should keep Bank explicitly informed the end of support dates on related products/hardware and should ensure a support during warranty and Support period.

14. Training

- The Service Provider shall be responsible for training the Banks' officials in the usage of the Solution prior to GO-Live and later as decided by the Bank
- The number of participants and number of trainings to be quantified as per requirement of the Bank
- The types of trainings that the Service Provider is at least expected to provide are:
 - a. Executive Awareness Program
 - b. Core Team (Analyst) Training
 - c. Train the Trainers/Supervisors
 - d. Technical Training for IT Officials identified by the Bank
- Bank will be responsible for identifying the appropriate personnel for all the training requirements.
- The Service Provider will be responsible for providing the users with the requisite training material in both-hard, soft-copies or e-learning courseware. The onus of preparing the training material will be on the Service Provider.
- The Service Provider will also be responsible for preparing and providing:

- a. Standard Operating Procedures for installation of client components.
 - b. System User Manual
 - c. Technical Manuals and Documents for end-to-end solution and integration
 - d. Threat Modelling and Risk Assessment
 - e. SLA Monitoring
 - f. BCP/DR Document
 - g. Backup
 - h. Test cases and Test reports
- Dedicated Onsite support resources
 - Backup, BCP/DR operation support as per Bank's policy
 - Management and administration of Help desk or service desk
 - Report Generation Activities
 - Software/End-to-End solution Management
 - Support activities
 - Support for UAT, SIT and other testing
 - Support for Security and Audit Compliances
 - AMC support for Primary, Pre-prod, SIT, DR and UAT servers
 - Documentation

15. End-to-End Solution incident metrics

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

Severity Level	Description	Response Time	Resolution Time	Measurement Frequency	Reporting Frequency
Severity - 1 (S1) incidents (More than 20% of the	The services are hampered due to whatsoever reason and any business functionality, process flow or call flow etc. is	<15 Minutes	<2 Hours	Daily	Monthly

<p>users/volume/capacity affected in any one site)</p>	<p>not working from any of the site due to a breakdown in one of the key equipment or sub systems. This is a case where the respective site's operations have come to a halt and no alternate arrangements are available for the following typical faults but not limited to the listed below:-</p> <ul style="list-style-type: none"> • Server CPU's (active / redundant) failure • Calls not landing to agents • Entire site failure • Any application issues related to Contact Centre functionality i.e. skill base, IVR • More than 50% of agent phones not receiving calls • IVR breakdown affecting 50% of call volumes 				
---	--	--	--	--	--

	<ul style="list-style-type: none"> • Software error resulting in system initiation 				
<p>Severity – 2 (S2) incidents (More than 10 %, but less than 20%, of users/volume/capacity affected in any one site)</p>	<p>The service is crippled, quality is degraded and is affecting the performance largely; the operations can be sustained but are severely affected; majority of the services offered are affected and (or)service offered is inconsistent in line with business needs typically but not limited to following</p> <ul style="list-style-type: none"> • Redundancy - one of active or redundant CP / signaling server failure • Routing CTI, IVR • Software error resulting in system initiation • Persisting blank calls, short calls (calls dropped or call abandon rate etc.) and server 	<30 Minutes	<4 Hours	Daily	Monthly

	<p>unreachable, if this is more than 30mins</p> <ul style="list-style-type: none"> • Screen pop's not happening or erroneous for more than 10% users • No Voice, no agent party cannot listen (Calls in which one other) of more than 10% a day 				
<p>Severity – 3 S(3) Degraded Operations/Minor incidents (less than 10%)</p>	<p>Problems affecting individual users or the problems that do not affect the performance of the network. The issue should be resolved as per agreed timelines or applicable matrix.</p> <p>A Few examples of such cases are as below but not limited to :-</p> <ul style="list-style-type: none"> • MIS, report related issues • Analyst ID /password issues • Single user connectivity issues • Failure of call/voice recording 	<2 Hours	<4 Hours	Daily	Monthly

	<ul style="list-style-type: none"> • Failure of Screen Recording 				
Severity – 4 S(4) Service Request/Help Desk/Daily support	<ul style="list-style-type: none"> • Configuration • Access Related Issue, non-production related issue, • software installation or any other service requests 	<4 Hours	<24 Hours	Daily	Monthly

16. Service Metric/SLA for Recovery Time objective (RTO)

S. no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting all traffic to available site	No disruption in any of the functionality	Service impact causing business disruption for the period during switch over of services from one site to another

17. Service Metric/SLA for Recovery Point Objective (RPO)

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting all traffic to available site	No loss of data.	Data loss causing business disruption for the period during switch over of services from one site to another

18. INFRASTRUCTURE SUPPORT METRICS

End-to-End Solution UPTIME Management Metrics

The service provider shall ensure 99.99% an uptime on active-active setup on monthly basis.

III. Payment Schedule and Terms for End-to-End Solution/ Project Implementation: -

S. No.	Milestone	Timeline	Payment due	Component of the payment	Penalty
1.	Execution of SLA	30 Days	No Payment will be made on signing of SLA	NA	NA
2.	Supply, installation and implementation of Auto Dialer, IVRS, Voice Recorder individually in working condition unit testing and end-to-end solution testing, UAT signoff and acceptance by the Bank Subject to the execution of SLA	45 Days within after issue of the PO by the Bank	30%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone
3.	Security Review and sign off by ISD	90 Days or within 30 days after first report of Security review whichever is later	30%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone
4.	Project Go-Live	100 Days or within 10 days of Security Review Signoff	30%	Total cost excluding Integration cost and	0.25 % per day after timeline of milestone

		whichever is later		AMC post warranty	
5.	Submission of Performance Bank Guarantee subject to signing of SLA between Service Provider and Bank subject to the Go-Live	30 Days	10%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone
6.	Integration with Banks' applications and system testing, UAT and acceptance by the Bank			Integration cost as per scope of RFP	0.25 % per day in delay of integration as per RFP and project plan/phases
	Phase-I: - Routing all calls to the Analyst and providing the Preview /Predictive/ Click To Dial in Live System	30 Days	30%		
	Phase-II:- Routing all means 100% calls as per process finalised for implementation in Live System	45 Days	70%		

- The payment will be payable in arrears for each milestone achieved.
- No Payment will be made or released until SLA is signed between Service Provider and Bank.

- The Support and Service, AMC, ATS, S&S Payment will be payable quarterly of the respective cost components in arrears on raising the invoice by the Service Provider.
- Dedicated Onsite Support Resource Payment will be payable in arrears on Monthly Basis.
- All Payment Payable will be processed by the Bank only after invoice raised by Service Provider.
- No advance payment will be made in any case.

SBI

Appendix-F

Indicative Price Bid

Note: Suitable information should be sought in Indicative Price Bid. An example of Indicative Price Bid format is placed below for guidance.

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

Name of the Bidder:

Sr. No.	Item	Quantity/ No of Resources	Rate per item/Per resource etc. (as applicable)	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1.	Cost of Software Solution/ Solution as per specification and Licence cost (each licence cost to be mentioned separately) Bidders should mention and include all the components (IVRS, Voice and Screen Recording etc.) and licenses for end-to-end solution				
2.	Cost of Hardware/ equipment/ devices as per specification (Bidder should mention all the components will be supplied for end-to-end solution by the Bidder as per Design and Architecture and requirement of RFP) but not limited to: - 1. Gateways				

	2. Auto Dialer and EPABX 3. CTI Servers 4. Report Servers 5. Voice Recorders 6. IVRS Solution 7. Other components etc. 8. 9.				
3.	Headphones	50			
5.	Installation/ Commissioning of Solution				
6.	Integration with Banks' Applications (ADS, SSO, Email, SMS ,PRM Applications and other applications as per RFP)				
4.	Support (Online and Onsite and Services during the Warranty. The Onsite is for One year during Warranty)				
7.	Comprehensive warranty for Hardware/ Software/ Solution mentioned in items above for 1 years from the go live date.				
8.	Comprehensive annual maintenance contract (AMC)/ATS/S&S including online support for end-to-end (Hardware and Software) Solution mentioned above for 4 years, including annual renewal cost, if any, after the end of comprehensive warranty. This should be quoted yearly basis. (This cost should be arrived on the basis of cost	4 years	Cost should be quoted yearly basis.		

	quoted for hardware and software components, and should be in the range of 15% to 25% p.a. of total cost of software solution & 8% to 10% of total cost of hardware/equipment used in the end-end-solution) as quoted in S. No. 1 to 6 above). Integration AMC and support will be calculated separately.				
9.	Dedicated Onsite Resource (L1, L2, L3 etc.) per resource per month (i) 24x7x365 (ii) 8x8				
	Onsite L1 (8x8x365)	1			
	Onsite L2 (8x8x365)	1			
	Training and Certification	As per RFP			
10	Any Other item which may be required functioning of end-end-solution i.e Racks, OEM Switches, Caballing, etc.				
11.	Per man day cost for future Integration				
12.					

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1/TC1 successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

Breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		



		GST%		
1.				
2.				
3.				
Grand Total				

Name & Signature of authorised signatory

Seal of Company



Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost 'G' (in %age) of indicative price bid	Final Price (INR) in reverse auction	Minimum final price should not be below (INR)	Maximum final price should not exceed (INR)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D*</i>	<i>E</i> (95% of <i>D</i>)	<i>F</i> (95% of <i>D</i>)
Item 1	25	13.16	9.87	9.38	10.36
Item 2	50	26.32	19.74	18.75	20.72
Item 3	75	39.47	29.60	28.13	31.09
Item 4	40	21.05	15.79	15.00	16.58
Grand Total (1 + 2 + 3 + 4)= G	190	100	75		

* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction.

Appendix -G

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ **Dated:** _____

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

1. The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1		
2		

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

Signature of authorised official

Name:

Company seal:

Appendix -H

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 201 by _____ (Name of the Bank) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at _____ (**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**") which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Software Solution/ Service) (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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

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

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

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

NOW THIS GUARANTEE WITNESSETH THAT

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

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

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

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

Notwithstanding anything contained herein above:

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

Yours faithfully,

For and on behalf of bank.

Authorised official

Appendix -I

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

Date:

M/s. _____

Sub: Certificate of delivery, installation and commissioning

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

a) Purchase /Work Order No. _____ dated _____

b) Description of the Solution _____

c) Quantity _____

d) Date of installation _____

e) Date of acceptance test _____

f) Date of commissioning _____

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

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

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

4. Service Provider has fulfilled his contractual obligations satisfactorily

or

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

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

Signature _____

Name _____

Designation with stamp _____

Penalties**I. Uptime, Support and SLAs**

Severity Level	Description	Response Time	Resolution Time	Measurement Frequency	Reporting Frequency
Severity - 1 (S1) incidents (More than 20% of the users/volume/capacity affected in any one site)	<p>The services are hampered due to whatsoever reason and any business functionality, process flow or call flow etc. is not working from any of the site due to a breakdown in one of the key equipment or sub systems. This is a case where the respective site's operations have come to a halt and no alternate arrangements are available for the following typical faults but not limited to the listed below:-</p> <ul style="list-style-type: none"> • Server CPU's (active / redundant) failure • Calls not landing to agents • Entire site failure • Any application issues related to Contact Centre functionality i.e. skill base, IVR • More than 50% of agent phones not receiving calls 	<15 Minutes	<2 Hours	Daily	Monthly



	<ul style="list-style-type: none"> • IVR breakdown affecting 50% of call volumes • Software error resulting in system initiation 				
<p>Severity – 2 (S2) incidents (More than 10 %, but less than 20%, of users/volume/capacity affected in any one site)</p>	<p>The service is crippled, quality is degraded and is affecting the performance largely; the operations can be sustained but are severely affected; majority of the services offered are affected and (or)service offered is inconsistent in line with business needs typically but not limited to following</p> <ul style="list-style-type: none"> • Redundancy - one of active or redundant CP / signaling server failure • Routing CTI, IVR • Software error resulting in system initiation • Persisting blank calls, short calls (calls dropped or call abandon rate etc.) and server unreachable, if this is more than 30mins • Screen pop's not happening or erroneous for more than 10% users 	<30 Minutes	<4 Hours	Daily	Monthly



	<ul style="list-style-type: none"> • No Voice, No agent party cannot listen (Calls in which one other) of more than 10% a day 				
Severity – 3 S(3) Degraded Operations/Minor incidents (less than 10%)	<p>Problems affecting individual users or the problems that do not affect the performance of the network. The issue should be resolved as per agreed timelines or applicable matrix.</p> <p>A Few examples of such cases are as below but not limited to:-</p> <ul style="list-style-type: none"> • MIS, report related issues • Analyst ID /password issues • Single user connectivity issues • Failure of call/voice recording • Failure of Screen Recording 	<2 Hours	<4 Hours	Daily	Monthly
Severity – 4 S(4) Service Request/Help Desk/Daily support	<ul style="list-style-type: none"> • Configuration • Access Related Issue, • non-production related issue, • software installation or any other service requests 	<4 Hours	<24 Hours	Daily	Monthly

II. Penalties: -

S. No	Description	Parameter/Measurement Criteria and Frequency	Frequency for Penalty Calculation	Penalty Calculation														
1.	System Availability/Uptime	Service Availability and Uptime of Infrastructure and System & Applications (end-to-end-solution) should be ensure 99.99% Uptime will be monitored on daily basis and reporting will be based on monthly basis for penalty calculation purpose.	Yearly	<table border="1"> <thead> <tr> <th>Uptime</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>>= 99.99%</td> <td>Nil</td> </tr> <tr> <td>>=98.99% to < 99.99%</td> <td>Rs. 2,15,000/-</td> </tr> <tr> <td>>= 97.99% to < 98.99%</td> <td>Rs. 3,40,000/-</td> </tr> <tr> <td>>= 96.99% to < 97.99%</td> <td>Rs. 3,75,000/-</td> </tr> <tr> <td>>= 96.00% to < 96.99%</td> <td>Rs. 4,50,000/-</td> </tr> <tr> <td><96.00%</td> <td>Rs. 5,00,000/-</td> </tr> </tbody> </table> <p>The Uptime to be calculated in terms of percentage as follows: - (Sum of Total Hours during the Month - Sum of Downtime Hours</p>	Uptime	Penalty	>= 99.99%	Nil	>=98.99% to < 99.99%	Rs. 2,15,000/-	>= 97.99% to < 98.99%	Rs. 3,40,000/-	>= 96.99% to < 97.99%	Rs. 3,75,000/-	>= 96.00% to < 96.99%	Rs. 4,50,000/-	<96.00%	Rs. 5,00,000/-
Uptime	Penalty																	
>= 99.99%	Nil																	
>=98.99% to < 99.99%	Rs. 2,15,000/-																	
>= 97.99% to < 98.99%	Rs. 3,40,000/-																	
>= 96.99% to < 97.99%	Rs. 3,75,000/-																	
>= 96.00% to < 96.99%	Rs. 4,50,000/-																	
<96.00%	Rs. 5,00,000/-																	



				<p>during the Month)*100/ Sum of Total hours during the Month</p> <p>Sum of Total Hours in a Month = no. of days x 24 hrs.</p> <p>The percentage should be rounded up to 2 digits.</p>
2.	Failure to provide or submit the Voice or Screen Recording or other call, application or system's audit trails/logs etc. for Banks' requirement for compliance or required for response to regulator/statutory/ombudsman etc.	Penalty awarded or imposed by the Regulatory/Statutory Authorities/Ombudsman etc.	Monthly	A total of penalty awarded by the respective authorities as applicable
3.	Failure of call/alert disposition due to end-to-end solution where service provider fails to provide audit trails/log for Banks' requirement	As and when required by the Bank Daily- A report will also be provided for call failure, reconciliation of call made, voice records, screen records	Monthly	Rs. 10,000/- per instance as applicable



		etc. as per requirement of the Bank.							
4.	Failure of Calls	Daily and as per requirement of the Bank.		Monthly	Calculated as per system availability or uptime as per severity level defined in Uptime, Support and SLAs				
5.	Failure of Voice Recording (If Failure % is more than 1%)	Daily - Total number of alerts generated, and call made for each alert		Monthly	Upto 1%	No Penalty			
					>1% to < 2%	0.1 % of the total AMC cost			
					>2% to <3%	0.2% of the total AMC cost			
					>3%	0.3% of the total AMC cost			
6.	Failure of Screen Recording (If failure % is more than 2%)	Daily - Total no of alerts generated and handled by Analyst		Monthly	Upto 1%	No Penalty			
					>1% to < 2%	0.1 % of the total AMC cost			
					>2% to <3%	0.2% of the total AMC cost			
					>3%	0.3% of the total AMC cost			
7.	Non-Closure of Audit Observations/IS related Audit/Statutory Audit/UAT Observations/Vulnerabilities	Category	Timeline to close the observation/finding*		Monthly	Audit Observation Categorisation	Delay for Initial 7 days	Delay from 07 th day	Above 15 days



	<p>Closure within timeline as per requirement</p>	<table border="1"> <tr><td>Critical</td><td>7 days</td></tr> <tr><td>High</td><td>15 days</td></tr> <tr><td>Medium</td><td>22 days</td></tr> <tr><td>Low</td><td>30 days</td></tr> </table>	Critical	7 days	High	15 days	Medium	22 days	Low	30 days	<p>*These timeline and metric may be revised as per banks' requirement which will be informed to the vendor time to time in case of change and will be applicable accordingly. The timelines for closure of observations/findings will be applicable from the date of advising to the service provider by the Bank. The monitoring will be as per Audit observation/finding.</p>		<table border="1"> <tr> <td></td> <td></td> <td>to 15th Days</td> <td></td> </tr> <tr> <td>Critical</td> <td>50,000</td> <td>60,000</td> <td>72,000</td> </tr> <tr> <td>High</td> <td>25,000</td> <td>30,000</td> <td>50,000</td> </tr> <tr> <td>Medium</td> <td>18,000</td> <td>20,000</td> <td>25,000</td> </tr> <tr> <td>Low</td> <td>15,000</td> <td>16,000</td> <td>18,000</td> </tr> </table>			to 15 th Days		Critical	50,000	60,000	72,000	High	25,000	30,000	50,000	Medium	18,000	20,000	25,000	Low	15,000	16,000	18,000
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8.	<p>Vulnerability fix and patch updation etc.</p>	<table border="1"> <tr> <th>Category</th> <th>Timeline to close the observation/finding*</th> </tr> <tr> <td>Critical</td> <td>7 days</td> </tr> <tr> <td>High</td> <td>15 days</td> </tr> <tr> <td>Medium</td> <td>22 days</td> </tr> </table>	Category	Timeline to close the observation/finding*	Critical	7 days	High	15 days	Medium	22 days	<p>Monthly</p>		<table border="1"> <tr> <th>Vulnerability/Patch Categorisation</th> <th>Delay for Initial 7 days (in Rs.)</th> <th>Delay from 07th day to 15th Days</th> <th>Above 15 days (in</th> </tr> </table>	Vulnerability/Patch Categorisation	Delay for Initial 7 days (in Rs.)	Delay from 07 th day to 15 th Days	Above 15 days (in																
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9.	OS upgrade, DB upgrade other than vulnerability fix and patch updation	As per agreed timeline between Bank and Service Provider or necessity of the upgrade for system performance and availability. Number of days for penalty will start from day 30 of Bank's intimation to service provider to migrate on new version of OS. Service should provide necessary support for OS and DB upgrade, patch updates.	Monthly	<table border="1"> <tr> <td>Upto 7 days</td> <td>No Penalty</td> </tr> <tr> <td>After 7 days to 15 days</td> <td>Rs. 25,000/- per instance</td> </tr> <tr> <td>After 15 days to 21 Days</td> <td>Rs. 30,000/- per instance</td> </tr> <tr> <td>After 21 days</td> <td>Rs. 30,000/- plus Rs. 200/- per day till the completion of the activity.</td> </tr> </table>	Upto 7 days	No Penalty	After 7 days to 15 days	Rs. 25,000/- per instance	After 15 days to 21 Days	Rs. 30,000/- per instance	After 21 days	Rs. 30,000/- plus Rs. 200/- per day till the completion of the activity.															
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10.	Application Bug fix, Patch updation or latest version upgrade/updates	As per agreed timeline between Bank and Service Provider. The bidder shall submit as part of bid submission, detailed product roadmap with details of application upgrade/update cycle/timelines, Release management, End of Life and End of Support etc.	Monthly	Vulnerability/Patch Categorisation	Delay for Initial 7 days (in Rs.)	Delay from 07 th day to 15 th Days (in Rs.)	Above 15 days (in Rs.)
				Critical	50,000	60,000	72,000
				High	25,000	30,000	50,000
				Medium	18,000	20,000	25,000
				Low	15,000	16,000	18,000
11.	Failure to provide the RCA	The issue faced and system was unavailable or down for whatsoever reason. The RCA to be submitted within 8 to 24 hours as per requirement of the Bank.	Monthly	The failure of submission of RCA within 8 Hours to 24 Hours, the Rs. 5000/- will a penalty upto 3 days, after 4 days Rs. 10000/- and after 7 days Rs. 10,000/- + plus Rs. 1000/- per day for additional day.			
12.	Non-Availability of Resources	As per RFP	Monthly	Working hours for support resource are less than eight hours	The penalty will be calculated for each hour of absence as per onsite support man day charges (considering 8 hours of working for a resource)		
				Non availability	If resource is not available on identified place, then penalty of		

				of resource at desk	Rs. 2000/- will be applicable in case resource is away more than half an hour (excluding recess/break or genuine reason)
				Non Availability of Staff as not reported on particular day	Twice of agreed man day as per resource category i.e. L1, L2 etc.
13.	Generation, access or availability of reports	Generation of reports and its availability to respective authorised users as per defined frequency and criticality defined by the Bank.	Monthly		Rs. 100/- per hour per report in delay of generation Rs. 100/- per hour per report if it is not accessible for more than 4 hours.
14.	Non-Maintenance or preventive maintenance etc. of System/end-to-end solution	Monthly in which maintenance is due.	Quarterly		Rs. 10,000/- per instance
15.	Change Requests related with future requirement	The change management for future requirement will as per	As per Change Request.	Timeline	Penalty

		Banks' Policies including IT/IS policies).		within timelines finalised with Bank	No penalty
				After finalised timeline and Upto 7 days	0.25% per day of agreed cost of Change request
				After finalised timeline and over 7 days	0.50% per day of agreed cost of Change request
16.	Current Integration with Banks' applications as per RFP	The integration will be done as per milestones defined in the RFP	As per Payment terms for initial project implementation	As per Payment terms for initial project implementation	
17.	RTO during disaster for shifting all traffic to available site	No Disruption in any of the functionality of end-to-end solution (Monitoring during the BCP/DR drill or invocation of BCP or DR)	Monthly	It will be treated as unavailability of system and will be calculated for penalty as per system uptime.	
18.	RPO during the disaster for shifting all traffic to available site	No data loss or data loss accepted by the Bank.	Monthly	The penalty will be same as per sr. no. 4 and 5 for voice and screen recording. The delay in	



		(Monitoring during the BCP/DR drill or invocation of BCP or DR) Data loss causing business disruption for the period during switch over of services from one site to another		restoration will treated as unavailability of system. Rs. 10000/- per day till the restoration of complete data
19.	Reputational loss			Reputational loss due to the reasons attributable to the service provider. This shall be dependent on the adverse coverage against Bank in State and Country Level and percentage shall be calculated with respect to the Bank's Policy.
20.	Support or service desk request	As per requirement of the Bank.		There should be closure of 80% calls and if failure to close after 24 hours then there will be a penalty of Rs. 100/- per call/service request per day.

III. Payment Schedule and Terms/Penalties for End-to-End Solution/ Project Implementation:

S. No.	Milestone	Timeline	Payment due	Component of the payment	Penalty
1.	Execution of SLA	30 Days	No Payment will be made on signing of SLA	NA	NA
2.	Supply, installation and implementation of Auto Dialer, IVRS, Voice Recorder individually in working condition unit testing and end-to-end solution testing, UAT signoff and acceptance by the Bank Subject to the execution of SLA	45 Days within after issue of the PO by the Bank	30%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone
3.	Security Review and sign off by ISD	90 Days or within 30 days after first report of Security review whichever is later	30%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone
4.	Project Go-Live	100 Days or within 10 days of Security Review Signoff whichever is later	30%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone



5.	Submission of Performance Bank Guarantee subject to signing of SLA between Service Provider and Bank subject to the Go-Live	30 Days	10%	Total cost excluding Integration cost and AMC post warranty	0.25 % per day after timeline of milestone
6.	Integration with Banks' applications and system testing, UAT and acceptance by the Bank			Integration cost as per scope of RFP	0.25 % per day in delay of integration as per RFP and project plan/phases
	Phase-I: - Routing all calls to the Analyst and providing the Preview /Predictive/ Click To Dial in Live System	30 Days	30%		
	Phase-II:- Routing all means 100% calls as per process finalised for implementation in Live System	45 Days	70%		

- Any Planned down time will not be used for penalty where shutdown of system is required like power activities etc. and not attributable to the service provider. However, complete end-to-end solution should be redundant to avoid unplanned down time and send email/SMS to help desk and support
- Any Unplanned downtime or non-functioning of solution due to other application/system, which is not attributable to the Service Provider, will not be used for penalty.



- Delays on account of the following will be excluded:
 - (i) Change in priority assigned to a module due to urgency with prior written approval from the Bank.
 - (ii) Change in requirement or change requests.
 - (iii) Delay due to dependencies on other interfaces like CBS, payment scheme, Network, Meghdoot team etc.
 - (iv) Unavailability of infrastructure in staging and other dependable environments like staging Core, network or other application and interfaces etc. which are beyond the control of service provider.
 - (v) Unavailability of inputs from dependent entities.
 - (vi) Any other genuine reason which Bank may deem fit.

The penalties/loss amount referred above will be recovered fully to the extent of 100% from all the outstanding bills of the Service Provider at the Bank level and residual recovery amount, if any, will be recovered from the future bills and/ or by invoking the performance bank guarantee.

Note: If the successful bidder fails to complete the due performance as per contract, State Bank of India reserves the right to terminate the contract and recover Liquidated Damages maximum 5% of contract value.

Both the above Penalty and Liquidated Damages are independent of each other and applicable separately and concurrently.

Service Level Agreement

SOFTWARE/SERVICE LEVEL AGREEMENT

**BETWEEN
STATE BANK OF INDIA
AND**

Commencement Date:

Date of Expiry:

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This agreement (“Agreement”) is made at _____ (Place) on this _____ day of
_____ 2021.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai-400614 through its PRM Cell, FPM Department,¹ hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

_____ ² a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- A. “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for _____ ³, and _____ ⁴, and
- B. Service Provider in the business of providing _____ ⁵, and has agreed to supply _____ (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

¹Name & Complete Address of the Dept.

²Name & Complete Address (REGISTERED OFFICE) of Service Provider,

³Purpose of the Agreement

⁴Any other connected purpose or details of RFP floated by the Bank

⁵Brief mentioning of service providers experience in providing the services required by the Bank.

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. < *Strike of whichever is inapplicable*>
- 1.1.2 "Code" shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- 1.1.3 "Confidential Information" shall have the meaning set forth in Clause 15.
- 1.1.4 "Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.

- 1.1.5 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.
- 1.1.6 “Documentation” will describe in detail and in a completely self-contained manner how the user may access and use the (name of the Software/ maintenance services) <Strike off whichever is Inapplicable>⁶, such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, data registers, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 1.1.7 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.8 “Open Source or Copyleft license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.

⁶ Name of Software
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- 1.1.9 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. _____ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.10 “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.
- 1.1.11 “Request for Proposal (RFP)” shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.12 “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- 1.1.13 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.14 ‘Services’ shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance Services <Strike off whichever is Inapplicable> and other obligation of Service Provider to be provided under this Agreement.
- 1.1.15 “Software” shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.
- 1.1.16 “Test Bug Reports” shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).

- 1.3.2 This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the mutually agreed terms & conditions.
- 1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

- 2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.
- 2.2 The Bank may, at its sole discretion, provide remote access to its information technology system to Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:
- 2.1.1 Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- 2.1.2 Service Provider shall ensure that only its authorized employees/representatives access the Device.
- 2.1.3 Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- 2.1.4 Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.

- 2.1.5 Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- 2.1.6 Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

3. FEES /COMPENSATION

3.1 Professional fees

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

3.1.2 _____

3.1.3 _____

3.2 All duties and taxes (excluding⁷ _____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp

⁷ Please determine the applicability of the taxes.

duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <insert tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 Payments

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

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

3.5 Bank Guarantee and Penalties

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of ____ year(s) ____ month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

3.5.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule⁸ specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'F' in respect of any delay beyond the permitted period in providing the Services.

3.5.6 Subject to Clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

4. LIABILITIES/OBLIGATION

⁸ Please ensure that the time scheduled is suitably incorporated in the Agreement.

4.1 The Bank's Duties /Responsibility (if any)

- (i) Processing and authorising invoices
- (ii) Approval of Information
- (iii) _____

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.
 - (c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
 - (d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.
 - (e) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
 - (f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
 - (g) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service

Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

Service provider shall be responsible to provide end-to-end solution as per RFP.

(ii) Security Responsibility

(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

(b) _____

5. REPRESENTATIONS & WARRANTIES

5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of _____ (Term) from the date of acceptance.

5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies. ~~<strike off if not required>~~⁹

5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).

5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.

⁹Please note the following clause can be kept only when there is a Separate Technical support agreement.

- 5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.
- 5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent,

copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

- 5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.
- 5.14 _____ <any other additional warranty can be incorporated>

6. GENERAL INDEMNITY

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.
- 6.2 Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as

possible all material defects to Service provider without undue delay. Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

Service provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the bank in case on any contingency.

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **Rs.5,00,000/- (Rupees Five Lacs Only)** on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

9. LIQUIDATED DAMAGES

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

10. RELATIONSHIP BETWEEN THE PARTIES

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

in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

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

replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.

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

12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

12.6 Service provider hereby grants the Bank a *fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license <strike off whichever is not applicable>* throughout the territory of India or abroad to access, replicate,

modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

12.7 Software licensed/developed as part of this Agreement can be put to use in all offices of the Bank.

13. INSTALLATION

Service provider will install the software/support the Bank in installation of the software developed into the Bank's production, disaster recovery, testing and training environment, if required.

14. INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by

the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

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

15. CONFIDENTIALITY

- 15.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every

information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- 15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.
- 15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel

representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

15.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

- 15.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.
- 15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

16. OWNERSHIP AND SOURCE CODE ESCROW AGREEMENT ¹⁰

- 16.1 Service Provider will provide Source Code for every version of the Software supplied or customized/developed specifically for the Bank, without any cost to the Bank, and it will be treated as the property of the Bank.
- 16.2 The Source Code /Object Code /executable code and compilation procedures of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.
- 16.3 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under

¹⁰ This agreement is to be made wherein ownership over the Software is not provided. The user department has to delete inapplicable para from clause 16 (Ownership and Escrow Agreement).

this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

- 16.4 Service Provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The Source Code will be delivered in appropriate version control tool maintained at the Bank's on site location.
- 16.5 Service Provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.
- 16.6 For each application developed by Service Provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.
- 16.7 Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.
- 16.8 All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service Provider) and used for customized Software development shall be the exclusive property of the Bank.
- 16.9 The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank

shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.

16.10 All information processed by Service Provider during Software development/ customization, implementation & maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

16.11 Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.

16.12 Service provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.

16.13 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions:-

- (i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or
- (ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or
- (iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or
- (iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or

(v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or

(vi) Any other release condition as specified in source code escrow agreement.

16.14 Service provider agrees to bear the payment of fees due to the escrow agent.

16.15 The escrow agreement shall ipso-facto would get terminated on delivery of source code to either of the parties upon the terms & conditions mentioned in source code escrow agreement.

17. TERMINATION

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

- (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 17.1 (i) to 17.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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

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

- 17.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 17.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
 - (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
 - (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
 - (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 17.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

17.6 In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

17.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

18. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

18.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

18.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either Party [the Bank or Service Provider] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the Parties.

18.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

- 18.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 18.5 Arbitration proceeding shall be held at **Mumbai**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 18.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 18.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

19. POWERS TO VARY OR OMIT WORK

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

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

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

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

21. LIMITATION OF LIABILITY

- 21.1 The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 21.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

21.3 The limitations set forth in Clause 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12¹¹ (infringement of third party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 21.3(ii) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

22. FORCE MAJEURE

¹¹ Please see Clause 12 ‘IPR Indemnification’
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- 22.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 22.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 22.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

23. NOTICES

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

delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

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

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

(a) In the case of the Bank

(b) In case of Service Provider

23.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

24. GENERAL TERMS & CONDITIONS

24.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement/RFP < *Strike of whichever is inapplicable*>.

24.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

24.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.

24.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited

for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

- 24.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 24.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.
- 24.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
 - (ii) Annexure of Agreement;
 - (iii) Purchase Order No. _____ dated _____; and
 - (iv) RFP
- 24.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 24.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
- 24.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

_____ **Service Provider**

By:
Name:
Designation:
Date:

By:
Name:
Designation:
Date:

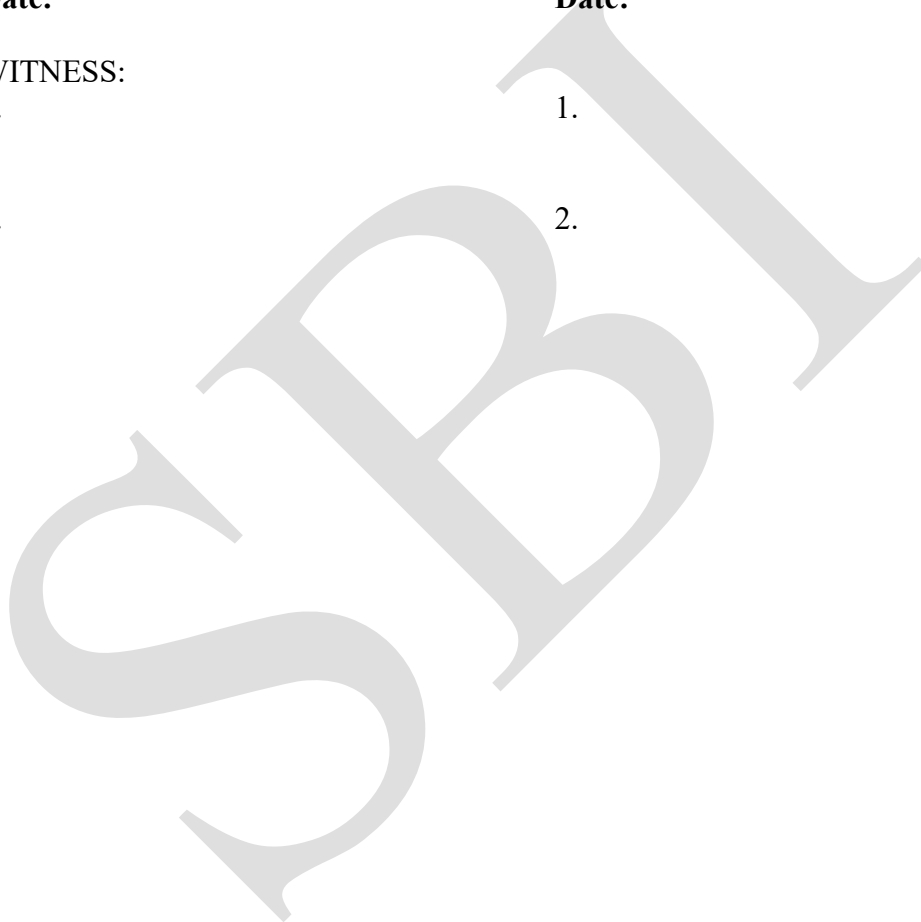
WITNESS:

1.

1.

2.

2.



ANNEXURE-A

DELIVERABLES/SCOPE OF WORK: -

1. Description of Deliverables:

The scope of work for Bidder is as per the contents (but not limited to) mentioned in Appendix-C (Functional and Technical Specifications), Appendix-E (Scope of Work and Payment Schedule) of RFP.

2. Specifications, Performance Standards, Functional Requirements and Resources:

2.1. Support Services for **Auto Dialler Cum Voice Recording and Its Integration with Bank's Applications** at Primary, DR, Pre-Prod, System Integration Testing (SIT) and User Acceptance Testing (UAT) for five years.

The dedicated Onsite resource support requirement is mentioned as below:

S. No.	Description of Services	No. of Resources	Amount	Total Amount (in Rs.)
1.	Onsite Support (24x7x365)	As and when required		
2.	Online Support (24x7x365)			
3.	Dedicated Onsite Resource Services L1 (1 to 4 Years) for 8x8x365	1		
4.	Dedicated Onsite Resource Services L2 (Experience more than 5 Years) for 8x8x365	1		
	Grand Total			

*Onsite and Online Support Window: 24 x 7 x 365 days as per RFP.

The dedicated onsite resources support will be available 8x8 in shifts as per requirement of the Bank. Please specify separately the no. of resources in respect of Onsite, Online Support Services from the above table who shall be working for 24*7*365 days i.e. in Shift.

No. of resources should be in position to handle the support required as per the scope and services required as per RFP and SLA. With a view to have justification of no. of resources required, please submit the detailed role sheet of each of resource.

2.2. Profile of the resources:

The Service Provider would provide the detailed Biodata of all the resources to be deployed at Bank's site/location. Bank official or consultant appointed by the bank may interview the resources proposed by Service Provider. Resources acceptable to the Bank will only be permitted to work at the Bank's premises. Further, it's discretion of the Bank to stop allowing the resources in case subsequently not found productive and Service Provider on a notice period of 30 days needs to arrange for its immediate replacement in case Bank requires.

Minimum qualification and relevant experience required for the resources in each category/grade is mentioned below. IT Experience means experience in Information Technology preferably in Contact Centre Solution. All resources are well versed with knowledge of the proposed solution architecture and functionality. In addition, the resources should have expertise in handling the application software, operating system, database, middleware, network connectivity trouble shooting, and platform on which the proposed application will be deployed.

2.2.1. Onsite Resource

S. No.	Resource	Qualification	Skill Set	Experience
1.	L1 Onsite Resource	Graduate/Postgraduate with Computer Science/IT stream or Equivalent Qualification	1. Experience and understanding of Contact Centre Solution and Unified Communication	1-3 years of experience in IT, preferably in Contact

		subject to acceptable to the Bank.	<p>Ecosystem and equipment</p> <p>2. Experience and understanding of data flow and integrations between various systems involved in such projects</p> <p>3. Should be well versed with knowledge of the proposed solution architecture and functionality</p> <p>4. Should have expertise in handling the application software, operating system, database, middleware, network connectivity trouble shooting, and platform on which the proposed application will be deployed</p>	Centre Solution.
2.	L2 Onsite Resource*	B.Sc., BCA in Computer Science/IT or M.Sc. in Computer Science/IT or MCA or Any engineering	<p>1. Experience in managing projects and understanding of Contact Centre Solution, Unified Communication Ecosystem and equipment</p> <p>2. Experience and understanding of data flow</p>	Minimum 5 years of experience in IT, preferably in Contact Centre Solution.

		<p>Graduate (B.Tech./B.E.) or Postgraduate in Engineering (M.Tech.) or Equivalent Qualification subject to acceptable to the Bank.</p> <p>* Candidates with PMP or ITIL Certified expert level or CAPM or Certified Scrum Master will be preferred.</p>	<p>and integrations between various systems involved in such projects</p> <p>3. Should be well versed with knowledge of the proposed solution architecture and functionality</p> <p>4. Should have expertise in handling the application software, operating system, database, middleware, network connectivity trouble shooting, and platform on which the proposed application will be deployed</p>	
3.	L3 Resource	<p>B.E./ B.Tech./ M.Sc. in Computer Science/IT or MCA or Equivalent Qualification subject to acceptable to the Bank</p>	<p>1. Experience in managing projects and understanding of Contact Centre Solution and Unified Communication Ecosystem and equipment</p> <p>2. Experience and understanding of data flow and integrations between various</p>	<p>Minimum 6 years of experience in IT, preferably in Contact Centre Solution.</p>

			<p>systems involved in such projects</p> <p>3. Should be well versed with knowledge of the proposed solution architecture and functionality</p> <p>4. Should have expertise in handling the application software, operating system, database, middleware, network connectivity trouble shooting, and platform on which the proposed application will be deployed</p>	
4.	Online or Onsite Support	BE/BTech/B.Sc./B CA/M.Sc. in Computer Science/IT or MCA or /Graduate/Postgraduate or Equivalent Qualification subject to the acceptable to the Bank	<p>1. Experience and understanding of Contact Centre Solution and Unified Communication Ecosystem and equipment</p> <p>2. Experience and understanding of data flow and integrations between various systems involved in such projects</p>	1-5 years of experience in IT, preferably in Contact Centre Solution.

			<p>3. Should be well versed with knowledge of the proposed solution architecture and functionality</p> <p>4. Should have expertise in handling the application software, operating system, database, middleware, network connectivity trouble shooting, and platform on which the proposed application will be deployed</p>	
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4.a.i. Onsite Resource Shift Timing and its terms:

Period	Timings
Shift I	8:00 AM to 2:00 PM
Shift II	12:00 Noon to 8:00 PM
General Shift	10:00 AM to 6:00 PM

- Shift timings above are subject to change as per Bank's requirement.
- Service Provider to arrange for the extra resources on Sunday and Holidays if required by the Bank. No additional charge will be payable other than man-day cost.
- Please note that resources should be available at the desk except permissible half an hour recess per shift. Further, it is advised that support resources should stagger their recess, so that continuous support is ensured.
- The Bank reserves the right to change the number of resources as per the requirements of the Bank from time to time with a notice of 60 days.

- The dedicated onsite resource required by the Bank at the Bank's support site 8x8x365 days means continuous and without any disruption.

4.a.ii. Additional Payment for Onsite Resources (if any)

Sr No	Description	Payment will be considered
1	Rate for additional resource (L1 and L2) called on any day including Sunday/Weekly off by the Bank for one shift	1 man month per resource. Sunday is weekly off. Per day rate = Man month rate/ [No. of days in month less No. of Sunday in the month] e.g. Man month rate is X amount and resource required for support for two Sundays in the month for one shift in October, 2016 X Amount ----- * 2 = Two days Amount [31-5]

4.a.iii. Dedicated Onsite Resource (L1), Online and Onsite Support Services:

These services will broadly cover the following illustrative list but not exhaustive:

- Attending the telephonic calls, service desk requests, incidents(received through tools like ITSM, Archer etc.), emails, complaints, and resolution of the issues escalated by branches/ circles/ Business/ customers/ contact centre/Service Desk/CMS and other interfaces/partners of bank related to Proposed solution.
- Handling of end-to-end reconciliation wherever is applicable as per requirement of the Bank in specified formats and reports.
- Manage, Monitor and Troubleshoot Scheduled Maintenance and reporting Jobs.
- Documentation & maintenance of Records as agreed in this contract.

- Maintenance of up-to-date documentation on Standard Operating Procedures (SOP) for day-to-day activities.
- Escalations / Reporting.
- Exception reports: automated reports as communicated by Bank time to time to service provider to identify all jobs/scripts/applications that did not successfully complete or otherwise malfunctioned. A proper documentation of all these should be maintained along with this a biannual compilation is also required to be released. Examples are as follows:
 - Job/process rerun reports.
 - Output distribution reports: Tracking lost delayed or misrouted reports.
- The dedicated onsite resource services will include Minor development/configuration level changes (Minor development includes creation of PL/SQL jobs, workflows, scripts, new reports creation, addition of new fields in custom table related to product, automation of repetitive tasks wherever identified by Bank), Technical Administration, Configuration, Customization, Maintenance, Performance Tuning, Monitoring, Troubleshooting and fixing application issues including coordination for fixing Hardware/network and other application interfaces level issues.
- The Bank reserves rights to replicate proposed solution database to Bank's oracle database & other Bank's system and use the data for Querying, reporting or analytics purpose. The Onsite/Online Functional Management and Support (OFMS) team shall support such replication and its maintenance and monitoring activities.
- Backup, Backup Restoration & Recovery Operations as per Banks policy [including backup of all the components and logs (App, Web, etc.)]
 - Management and Administration of Proposed solution backup.
 - Scheduled and ad hoc backups.

- Monitoring of backups and restart of failed backups.
- Maintain proper backup schedule.
- Conduct restoration drills at regular intervals.
- Restoration of previous backup up to maximum twice a month for different kind of environments (Pre-Prod/UAT/Prod/PR/DR). However, other backup restoration required for Business, Audit, Regulatory, Statutory and ombudsman would be done case-to-case basis.
- Maintain and submit periodic and ad hoc Backup reports.
- Taking daily, weekly, monthly and other frequency advised by the Bank
- Application Backup and Restorations in compliance with Banks policies.
- Support in rectifying Back-up related problems encountered, if any
- Recovery testing and verification of backups as per Bank's Policy on UAT/Pre-Prod Environment.
- Maintenance of Application synchronization between Primary/PR, Pre-Prod, UAT and DR set up.
- Support planned/unplanned DR activities.
- Co-ordination with Bank's internal teams, other partners for DR activity.
- Send communication to all stake holders either through mail or phone for DR activity/planned downtime.
- Extend support for activities (like power/ network maintenance) impacting availability of Proposed solution.
- Management and Administration of Help Desk/Service Desk.
 - Logging incident reported by the Bank, users and stakeholders as per the process/setup devised by the Bank.
 - Provide email/Service desk/tele-support to the Users, Branches, other Bank offices, customers, and stakeholders.

- Incident troubleshooting and closure.
- Handling of issues escalated by the Users and Stakeholders through services desk, SMS, emails, ITSM and through other means as devised by the Bank.
- User creation/modification/deletion as per the process devised by the Bank.
- Analysis of issues on periodic basis based on functionality and advising the Bank with smart solutions for reducing complaints and increasing customer satisfaction.
- Report Generation Activities:
 - Provisioning of various Daily, Weekly, Monthly and ad-hoc reports as per the requirement by the Business team, Circles and reporting authorities.
 - Manual Extraction and dispatch of reports to intended party in case party is facing problem or application issue.
 - The Bank's reserves rights to replicate Proposed Solution database to Bank's oracle database & other Bank's system and use the data for Querying, reporting or analytics purpose. The support teams should support, monitor such replication activities.
- Housekeeping and daily maintenance.

4.a.iv. L2 Support:

- Overall Administration of application deployment, integration with other interfaces, migrations, support, development and customization services and License Management.
- Management of resources, support, services, operations and deliveries to the Bank in highly professional manner and as per RFP.
- Management and status reporting for Development, migration, integration, customization, and operations activities carried out Onsite and Offsite.
- SLA Monitoring and Reporting as defined in this document.

4.a.v. Resource for Support services at project onsite:

- i. Provide on field support for issues pertaining to day-to-day operations.
- ii. Support Bank in segregating issues pertaining to Issuance and other issues
- iii. Involve L2/L3 level support team and coordinate with them as required
- iv. Update Bank on the status of issues on an agreed frequency of reporting
- v. Initial Analysis to be performed for the issue and resolving primary queries.
- vi. Prioritization of changes and incidents in consultation with Client.
- vii. Reporting to Bank supervisors as well as Third-Party as per requirement of the Bank.
- viii. Follow-up with respective team for related issue resolution like Telecom Service Provider, Banks' Internal Team etc.
- ix. Other Miscellaneous task allotted by Bank team from various offices related to projects.

4.a.vi. The followings are broad guidelines and are illustrative but not exhaustive:

a. Solution/Software Management:

- i. Service Provider should implement patches / upgrades / updates for Proposed Software as and when release by the OEM or as per requirements of the Bank without any additional cost to the Bank.
- ii. Patch management, Change Management & Version Control needs to implement for all Proposed Software components and maintain necessary documentation.

- iii. Service Provider should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- iv. Solution shall be fully parameterized and any change in future which would have been handled using parameters/configuration change shall be done without any cost to the Bank. Further, any minor / medium change (Minor development includes creation, workflows, scripts, new dashboard creation, new reports creation (non-complex), addition of new fields in custom table related to product should be handled by the on-site resource deployed. However, for any major change (discretion rests with the Bank to decide between medium and major change), Bank will request the Service Provider to submit the detailed effort estimates (man-days) which shall be negotiated and agreed mutually.
- v. Proposed end-to-end solution shall be configured, customised as per the Banks security policy. Service Provider should ensure against any deviations from the Bank's security policy during the currency of the contract.
- vi. Service Provider has to follow standard coding/development/scripting/customization and best practices/processes with proper documentation for automation/integration of any of the services in scope. All such developments should meet the functional, security, performance & regulatory requirements of the bank.
- vii. Segregation of duties in the support and administration of the end-to-end solution/Infrastructure is required to be implemented.
- viii. Capacity management and planning: Support for proper/right sizing of future Infra based on historical analysis. Periodically or need felt hardware performance assessment can be done for sharing the recommendation.
- ix. Coordination for installation in current / future upgrades of Proposed Software.

- x. Any new development, integration, customization and configuration etc. of the all modules of the end-to-end solution proposed to be handled through Bank change management process.
- xi. System Integration Testing to be covered at Service provider centre through simulated interfaces which will be followed by testing in Bank's UAT environment.
- xii. User acceptance testing on bank Preprod setup using base line test cases provided by service provider.
- xiii. Integration with other Applications/Systems/Channels/Any outside interface- API/Server to server/ISO/MQ Basis integration for systems like helpdesk etc and license for backend component (for data gathering) will be procured by Bank on request.
- xiv. Application maintenance activities (Necessary Application Administrators/Analysts should be available.)
- xv. Troubleshooting of the issues related to all modules and interfaces of the solution proposed.
- xvi. Proposed software Logs Review, analysis and reporting on need basis and in case of issues.
- xvii. Preventive maintenance for Proposed Software by any foreseen issue and fixing the same to avoid its occurrence.
- xviii. Resolution of various VA/PT, Audit (IS Audit, Comprehensive Audit etc.), Security Reviews related Observations or finding or Issues as and when raised/shared by Bank with the Service Provider as per following timelines:
 - Critical Category Observations: 7 days,
 - High Category Observations: 15 days,
 - Medium Category Observations: 22 days,
 - Low Category Observations: 30 days.
- xix. Detection, control, resolution & documentation of abnormal application conditions (Proposed application software errors etc.)

should be built into the system designed & developed by Service Provider for the entire infrastructure & implementation. A formal report is to be generated at an agreed frequency. Example parameters to be included in the report are:

- Error date.
 - Resolution description.
 - Error description.
 - Escalation date & time.
 - Source of error.
 - Escalation date & time.
 - Initials of individual maintaining the log.
 - Initials of the individual closing the log.
 - Narrative of error resolution.
- xx. Copies of these reports should be maintained along with this a biannual compilation is also required to be released as a Knowledge base document. Troubleshooting guide to be updated in absence of Help desk system.
- xxi. Rectifying and resolving the issues / bugs if any to ensure the feature/solution works in a standard way or as originally implemented.
- xxii. Minor updates/modifications based on Business Requirement, which can be handled through parametric changes.
- xxiii. Configure Configuration/Parameter level changes which includes Minor development includes creation of workflows, scripts, new dashboard creation, new reports creation, addition of new fields in custom table related to product.
- xxiv. Implement Change Request, closure and obtain sign-off.
- xxv. Submission of Change closure report.
- xxvi. Maintaining and providing interface from Proposed software Tools to Bank's database/application for internal processing and reporting. This mechanism shall be mutually discussed and agreed as per the requirement whenever needed.

b. End-to-End Solution Monitoring:

- There should be a continuous monitoring of the end-to-end solution activities & parameters including but not limited to the following:
 - Services Monitoring (APP/DB/Web Service etc.)
 - Application Performance Monitoring.
 - Call/Voice Monitoring/Screen Recording/IVRS etc. monitoring
 - Scheduled Jobs/reports Monitoring.
 - Automated Custom notifications (email, SMS and other) and Escalations.
- Reporting on application/end-to-end solution status
- Turnaround Time: Time taken to fix an application problem
- A daily/weekly/Monthly/On demand reports are to be generated, produced, reviewed & properly documented exceptions to be reported immediately through email/SMS to the officials/Third Party advised by the Bank.
- Monitoring and issue reporting of Proposed Applications implemented in Bank with respect to functionalities, features, performance.
- Support for DR and application switchover to alternate site Management (including OS, DB log shipping, and Hardware).
- Management and maintenance of all sub-system/components of the End-to-End Solution and its Environment
- Ensuring Application consistency between DC, Failover, Pre prod and DR setups in co-ordination with respective teams.
- Managing Operation from alternate site in case of associated incident/drills.
- Service Provider has to ensure that the DC and DR are in sync from application perspective as per policy decided by Bank. Both sites should be available in active- active mode and made live in the event of a disaster at either site and the operation has to be handled from other available location.
- Bank shall ensure that necessary access and infrastructure to conduct the operations is made available.

- Service Provider is also required to coordinate in the DR drills for the applications interfaced or integrated with Proposed application as and when required by the bank.
- Maintenance of up-to-date documentation, Production and DR setup, DR drill activity Escalation matrix.

c. Problem Management and Incident Management:

- Responding to service or support request, issues raised or tickets either auto-generated or user initiated/reported.
- Resolving the issues including incident reporting, escalation closure, submission of RCA and updating Bank's Knowledge repository.
- Provide support, advice and guidance to bank users on end-to-end solution or application related issues.
- Root Cause Analysis of each problem and minimize the adverse impact of these issues
- Take Preventive and corrective Measures.
- Prepare and put up RCA for approval.
- Coordinating with the Bank or other Stakeholders for resolution and permanent solution to the Issues. A process must be implemented or deployed for Problem/Incident Management.

d. Support Activities:

The following are the broad support activities but not limited to:

- Follow up/coordinate with other stakeholders and Banks' IT Team for resolution of the incidents and service requests escalated through Email, Service Desk, ITSM, Phone etc.
- Provide resolution for the technical issues reported related to the End-to-End Solution
- Follow-up and Co-ordinate with application users and different partners integrated with Proposed solution for the resolution of issues logged.

- Keep and maintain track of patches, releases and updates Application and other related software components.
- Housekeeping of application software files
- Housekeeping and version control of each sub-system or components of the End-to-End solution
- Audit findings and observations closures within Bank's stipulated time.
- Fine tuning systems for optimal performance and High Availability
- Impact Analysis and all other required documentation with respect to the Change requirements.
- Configuration, Release and Deployment Management: Includes obtaining approvals (including downtime approvals) from Bank for Change/configuration/release deployment, submission of change completion reports, informing all stakeholders affected by the Changes etc.
- Capacity Management: Includes monitoring of application performance and proactively informing Bank's team for any capacity increase and supporting Bank's team during capacity enhancement etc.
- User management: User creation /update/deletion activities, user access review on regular basis as required by the Bank, monitoring of user activities for suspicious behaviour and reporting to the Bank immediately.
- Submission of Root Cause Analysis Report within five days of incident.
- Maintenance of production, Pre prod, SIT, UAT and DR application software environment, necessary for the solution to work strictly as per expectation.
- Problem reporting, escalation and follow up with the concerned officials / partners as per the escalation matrix laid down by the Bank. In absence of ITSM Tool, the service provider to support the activity manually.
- Liaison with Bank's teams or other teams to resolve any issues i.e. network or telecom service provider related to End-to-End solution and applications interfaced or integrated with other systems, data access as well as external system to proposed application. However, Change Management process needs to be followed between Bank and all Stakeholders.

- In case of issue, Service Provider will do coordination with respective interface team/dept. and Third party.
- Training of support related activities to Bank officials and Other Stakeholders as per Bank's need.
- Facilitation of infrastructure migration activities (excluding re-deployment of the application) such as IP change, firewall Access changes and parametric level changes in the system/application without any additional cost to the Bank.
- Provisioning for integration of any new Bank Web service and interface with proposed solution.

e. Support for UAT, SIT & other Testing.

- Maintenance and monitoring of UAT and Preprod environment and supporting the same for testing, SIT, security review and UAT for new functionalities or customizations as per business requirement.
- The closure of security review and UAT observations within two days of the observation finding.

f. Support for security and Audit Compliance

- Ensure all Audit Compliances notified by regulatory bodies through different Audits viz. Quarterly/monthly VA/PT Audits, IS Audit, Comprehensive Audit etc. and support Banks IT team in responding to RBI / IS audit queries within below mentioned timelines as and when reported by the Bank within the timeline. The current timelines are as follows and are subject to change during the contract period.

Critical Category Observations: 7 days,

High Category Observations: 15 days,

Medium Category Observations: 22 days,

Low Category Observations: 30 days.

g. ITIL Compliant Process

- ITIL compliant process should be followed for Incident Management, Problem management, Service management, Configuration Management, Release management, Capacity Management as per the process and Tools devised by the Bank like ITSM. The Process training/guidelines, if require will be given by the Bank to the support team.
- Further, Adaption of any new changes in the existing process need to be followed and complied by the service provider after mutual agreement with Bank.

h. Annual Maintenance Support for Primary, Pre-Prod, SIT, DR and UAT for five years (i.e. termed as Service period one year warranty and four years AMC)

- Service provider shall support the Software Solution on all environment (PR, DR, Pre-Prod and UAT) during the period of AMC as specified in Scope of work from the *date of acceptance* by Bank.
- During the service period, the Service provider will have to undertake comprehensive support of the Software system and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost along with relevant trainings of the new software releases and versions to Bank's officials and other stakeholders .
- During the support period, the Service provider shall maintain the Software system to comply with service parameters and the Service provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- During the service period (warranty and AMC), the service provider shall ensure that services of professionally qualified personnel are available for providing

comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Service provider shall provide services of an expert engineer at SBI PRM Cell, Jaipur, SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Service provider shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

- Support (Warranty/AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service provider. The service provider will warrant products against defects arising out of faulty design, improper coding, service team negligence etc. during the specified support period.
- In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configurations
 - c. Recovery/ restart facility
 - d. Backup of system software/ Configurations
 - e. Backup of Application/software/Configurations
- Prompt support shall be made available every time during the support/warranty period at the locations as and when required by the Bank.
- The Service provider shall be agreeable for on-site support and at the time of switching over to alternate site vice-versa. The Bank for such needs, if any, during the support period, shall pay no extra charge.
- Service provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

- Updated escalation matrix shall be made available to the Bank once in each quarter and each time the escalation matrix is changed.
- Service Provider to close the vulnerabilities and penetration findings relating to security / performance and compliance of various audit findings whenever intimated as and when by the Bank in writing or through email without any cost to the bank within below mentioned timelines:
 - Critical Category Observations: 7 days,
 - High Category Observations: 15 days,
 - Medium Category Observations: 22 days,
 - Low Category Observations: 30 days.
- To provide maintenance services to maintain End-to-End Solution in good working order to perform the functions for Annual Support and Maintenance Services.
- The service provider will, as part of the Annual Support and Maintenance Services, provide expert support to Bank and, without limiting any of Bank's other rights or the Vendor's obligations under the Agreement.
- Service provider shall provide and implement patches/ upgrades/ updates for software etc. as and when released by the Service provider/ OEM at no additional cost to the Bank. Service provider should bring to notice of the Bank all releases/ version changes.
- Service provider shall follow the Change Management Process of the Bank and obtain a written/email permission from the Bank before applying any of the patches/ upgrades/ updates.
- Service provider shall provide maintenance support for Software over the entire period of contract.
- The service provider shall provide and implement all product updates, upgrades & patches as a part of software AMC during the service period without any additional cost to the Bank. The gap between release and implementation of the product updates, upgrades & patches can be max 60 days.

- Any new release of the software (during the contract period) related to the Proposed solution to be provided by the Bidder without any additional cost to the Bank.
- There should be at least one quarterly preventive maintenance of all the software components.

5. Documentation:

- a. Following documents shall be delivered by the service provider to the Bank for End-to-End Solution including any third party software or any other component / framework used/ developed to deliver the solution, before the platform become operational, which includes, coding standards, user manuals, design documents, process documents, data dictionary.
- b. After the solution go live and during the service period, following documents shall be delivered by the service provider to the Bank related to deployed solution and its Onsite technical support & services rendered under this contract:
 - a. RCA to incident.
 - b. Bug fix report.
 - c. Test cases for bug fixing.
 - d. Application process document
 - e. DFD-Data flow document
 - f. Data dictionary
 - g. Data Registers
 - h. Functional and SRS document
 - i. E-R diagram
 - j. User manual
 - k. SOP
 - l. Debugging/ diagnostics documents
 - m. Test procedures.
 - n. Transaction validation document.
 - o. Application flow document.
 - p. Latest PA-DSS documents (to be submitted after every revalidation)

- q. Source Code review from Cert-In empaneled auditor to be done after every Change Request
- r. OSP Compliance Reports/Certificates
- c. The Bidder should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/ external modules and list of all documents relating to traceability of the Product as and when applicable. Version control report shall be generated from system itself.
- d. The Bidder to the Bank free of cost should supply any level / version changes and / or clarification or corrections or modifications in the above-mentioned documentation in timely manner. In case of customization/enhancement, revised data dictionary shall be provided immediate after implementation of changes.

6. Places of Service**

1.	SBI, GITC, CBD Belapur, Navi Mumbai
2.	SBI Gachibowli, Hyderabad
3.	Any other PR/DR Site identified by the Bank
4.	SBI, PRM Cell, Chaura Rasta, Jaipur or any other site identified by the Bank

7. Standard Services

Standard services to be delivered under this agreement are illustratively listed under Scope of Work (SoW) - Annexure 'A' of SLA and as per the RFP

8. Correction of Deficiencies in Deliverables

If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or

- b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

9. Service Milestones¹¹

Milestones ¹² related to in-scope services and/or components includes:-		
Service Category	Milestone	Duration (in months/ weeks/ days/ hours)
Infrastructure Requirement	Submission of all infrastructure related requirement, pre-requisites to the Bank including Hardware/Virtual Servers/VM etc., OS, middleware and any other software, data required from Bank as per scope of RFP	5 days from the date of Letter of Intent (LOI)/PO
Infrastructure Readiness	Service provider to ascertain the environment readiness once provisioned by the Bank based on Infrastructure Requirement given.	Within 5 days of Infrastructure provisioning by the Bank
Submission of Document of Understanding (DoU)	Service provider to provide the DoU of the proposed solution	7 days from date of LOI/PO
Submission of Feasibility Study Document (FSD)	Service provider to provide the FSD of the proposed solution	15 days from date of Sign off of DoU by Bank
Supply, Installation,	Deployment of Customised application on Bank's UAT	15 days from the date of the

Implementation, Customisation, Configuration and Development	environment after successful completion of testing with all interfaces mentioned in relevant para of RFP/Scope of work.	
Integration	The proposed integrations with the Bank application.	30 Days from the date of the Bank's approval of the proposed FSD.
Documentation	Deposition of all documents mentioned in relevant para of RFP/Scope of work.	Within 5 days of the development completion.

¹¹ The Purpose of this clause is identifying any assumption made for this agreement.

¹² Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

User Acceptance Testing	To provide the system for UAT after completion of successful SIT. Successful testing of all test cases by Bank's UAT team on Preprod environment followed with Exit report. Closure of UAT findings	Within 2 days of UAT findings
Training	Hands On and functional training to the Bank's officials and other partners using Preprod environment followed by sign off from bank's Project Manager	Within 20 days of the UAT completion
Installation and Configuration	Deployment of application on DC, DR with integration to all interfaces	Within 30 days of the UAT completion

Delivery (Production Go-live)	Successful Go live of the application with two day run period with any project and failure rate less than 10%	Within 7 days of the Installation and Configuration post ISD clearance from Bank's Internal team
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Service Milestones for CR:

Milestones¹³ related to in-scope services and/or components includes: -

Service Category	Milestone	Duration (in months/weeks/d ays/hours)
Submission of Document of Understanding (DoU)	Service provider to provide the DoU of the proposed change	5 days from date of CR
Submission of FSD	Service provider to provide the FSD	7 days from date of Sign off of DoU by Bank
Effort Estimation	Service provider to provide efforts required for CR development	5 days from date of Sign off of DoU by Bank
Development	Deployment of Customised application on Bank's UAT environment after successful completion of testing with all interfaces mentioned in FSD	15 days from the date of the Bank's approval of the proposed FSD or as decided by Bank
Documentation	Deposition of all documents mentioned in relevant para of RFP/Scope of work.	Within 5 days of the development completion.

User Acceptance Testing	To provide the system for UAT after completion of successful SIT. Successful testing of all test cases by Bank's UAT team on Preprod environment followed with Exit report. Closure of UAT findings	Within 2 days of UAT findings
Training (if applicable)	Hands On and functional training to the Bank's officials and other partners using Preprod environment followed by sign off from bank's Project Manager	Within mutually agreed time
Installation and Configuration	Deployment of application on DC, DR with integration to all interfaces	Within 7 days of the UAT completion
Delivery (Production Go-live)	Successful Go live of the application with two day run period with any project and failure rate less than 10%	Within 2 days of the Installation and Configuration post ISD clearance from Bank's Internal team

¹³. Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement.

Note: Any CR raised on emergency basis need to be implemented as per the timelines given by Bank

10. Risk Management

- a. Service Provider shall identify and document the risk along with Threat Modelling in delivering the Services. Service Provider shall identify the methodology to

monitor and prevent the risk and shall document the steps taken to manage the impact of the risks.

b. Service Request

Service Provider shall dispense the service request in accordance with the Scope of Work as mentioned in relevant paras of the RFP and terms mentioned in this agreement.

SBI

ANNEXURE-B

INFRASTRUCTURE MANAGEMENT METRICS

a. End-to-End Solution incident metrics

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

Severity Level	Description	Response Time	Resolution Time	Measurement Frequency	Reporting Frequency
Severity - 1 (S1) incidents (More than 20% of the users/volume/capacity affected in any one site)	The services are hampered due to whatsoever reason and any business functionality, process flow or call flow etc. is not working from any of the site due to a breakdown in one of the key equipment or sub systems. This is a case where the respective site's operations have come to a halt and no alternate arrangements are available for the following typical faults but not limited to the listed below:- <ul style="list-style-type: none"> • Server CPU's (active / redundant) failure 	<15 Minutes	<2 Hours	Daily	Monthly

	<ul style="list-style-type: none"> • Calls not landing to agents • Entire site failure • Any application issues related to Contact Centre functionality i.e. skill base, IVR • More than 50% of agent phones not receiving calls • IVR breakdown affecting 50% of call volumes • Software error resulting in system initiation 				
<p>Severity – 2 (S2) incidents (More than 10 %, but less than 20%, of users/volume/capacity affected in any one site)</p>	<p>The service is crippled, quality is degraded and is affecting the performance largely; the operations can be sustained but are severely affected; majority of the services offered are affected and (or)service offered is inconsistent in line with business needs typically but not limited to following</p>	<p><30 Minutes</p>	<p><4 Hours</p>	<p>Daily</p>	<p>Monthly</p>

	<ul style="list-style-type: none"> • Redundancy - one of active or redundant CP / signaling server failure • Routing CTI, IVR • Software error resulting in system initiation • Persisting blank calls, short calls (calls dropped or call abandon rate etc.) and server unreachable, if this is more than 30mins • Screen pop's not happening or erroneous for more than 10% users • No Voice, no agent party cannot listen (Calls in which one other) of more than 10% a day 				
<p>Severity – 3 S(3) Degraded Operation s/Minor incidents</p>	<p>Problems affecting individual users or the problems that do not affect the performance of the network. The issue should be resolved</p>	<p><2 Hours</p>	<p><4 Hours</p>	<p>Daily</p>	<p>Monthly</p>

(less than 10%)	<p>as per agreed timelines or applicable matrix.</p> <p>A Few examples of such cases are as below but not limited to :-</p> <ul style="list-style-type: none"> • MIS, report related issues • Analyst ID /User ID/ password issues • Single user connectivity issues • Failure of call/voice recording • Failure of Screen Recording 				
Severity – 4 S(4) Service Request/Help Desk/Daily support	<ul style="list-style-type: none"> • Configuration • Access Related Issue, • non-production related issue, • software installation or any other service requests 	<4 Hours	<24 Hours	Daily	Monthly

b. Service Metric/SLA for Recovery Time objective (RTO)

S. No.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting all traffic to available site	No disruption in any of the functionality	Service impact causing business disruption for the period during switch over of services from one site to another

c. Service Metric/SLA for Recovery Point Objective (RPO)

S. No.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting all traffic to available site	No loss of data.	Data loss causing business disruption for the period during switch over of services from one site to another

d. INFRASTRUCTURE SUPPORT METRICS

End-to-End Solution UPTIME Management Metrics

The service provider shall ensure 99.99% an uptime on active-active setup on monthly basis.

ANNEXURE-C

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

As per RFP

Impact Level	Description/Measure	Response Time	Resolution Time
Level 1	Low impact	<to be filled in by the concerned dept. depending on the criticality of service>	<to be filled in by the concerned dept. depending on the criticality of service>
Level 2	Medium impact	<to be filled in by the concerned dept. depending on the criticality of service>	<to be filled in by the concerned dept. depending on the criticality of service>
.....		
Level.....	Highest impact	<to be filled in by the concerned dept. depending on the criticality of service>	<to be filled in by the concerned dept. depending on the criticality of service>

Urgency Level	Description/Measure	Response time	Resolution time
Level 1		<to be filled in by the concerned dept. depending on the criticality of service>	<to be filled in by the concerned dept. depending on the criticality of service>
Level 2		<to be filled in by the concerned dept. depending on the criticality of service>	<to be filled in by the concerned dept. depending on the criticality of service>
.....			
Level.....	To be performed on top priority	<to be filled in by the concerned dept. depending on the criticality of service>	<to be filled in by the concerned dept. depending on the criticality of service>

<Priorities are to be filled in by the concerned dept. depending on the criticality of service>

	Urgency Level				
		Level 1	Level 2		Level n
IMPACT	Level 1	Priority A	Priority A		Priority C
	Level 2	Priority A	Priority B		Priority D
		Priority J	Priority K	Priority L
	Level.....	Priority L	Priority M	Priority N	Priority O

ANNEXURE-D

SERVICE DESK SUPPORT METRIC <strike off if not applicable>

As per RFP

The service desk, monitoring reports and other SLA reports to be generated and submitted to the Bank on daily/weekly/fortnightly/Monthly/Yearly basis as per requirement of the Bank. These reports should contain the pendency or pending call status.

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type As per RFP	<.....(requirement)/ call escalated by sbi service desk toservice provider's team><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>
	Call type level 12, <strike off which ever in not applicable>	<.....(requirement)/ call escalated by sbi service desk toservice provider's team><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

SERVICE LEVEL REPORTING/ FREQUENCY¹² <strike off if not applicable>

<Describe the service level reporting frequency and methodology> This will be as per requirement of the Bank.

	Report Name	Interval	Recipient	Responsible
1				
2				
..				
...				
n				

¹²The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

SERVICE REVIEW MEETING¹³ <strike off if not applicable>

S.No.	Frequency	Participants
1.	Fortnightly	With L2 Support
2.	Monthly	With Project Manager of Service Provider
3.	Quarterly	With Delivery Head of the Service Provider
4.	Yearly	With the Top Management of the Bank and Service Provider

¹³The purpose of this section to describe the frequency of meeting and composition of service review board.

ANNEXURE-E

ESCALATION MATRICS¹⁴ <strike off if not applicable>

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

¹⁴ To ensure that the service beneficiary receives senior management attention on unresolved issues, Service Provider operates a problem escalation procedure in order that any unresolved problems are notified to Service Provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

ANNEXURE-F

PENALTY FOR NON-PERFORMANCE OF SLA

As per Penalties defined in the RFP.

Service level category	SLA Measure	Penalty Calculation
Application Uptime/Downtime/ RTO/RPO <i><strike off whichever is not applicable></i>	<i><delay in minutes / hours /days>< to be provided by the dept.></i>	
Delivery Schedule	<i><Delay (in working days)>< to be provided></i>	
Installation	<i><delay in minutes / hours /days>< to be provided by the dept.></i>	
User Acceptance Testing	<i><delay in minutes / hours /days>< to be provided by the dept.></i>	
Live in Production	<i><delay in minutes / hours /days>< to be provided by the dept.></i>	
Periodical training	<i><Delay (in working days)>< to be provided></i>	<i>.....<For each resource not trained></i>
Source Code	<i><Delay (in working days)>< to be provided></i>	
Non-availability of staff		
Reports/		

PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

Category of defect	Service Area	Penalty
Minor		
Medium		
Major		
Critical		

PENALTY FOR NON-PERFORMANCE AT HELP DESK

Service Area	SLA measurement	Penalty % on _____ <to be provided by the dept.,>		Calculate penalty on
		0 %	_____ % (for every 1% shortfall from the stipulated service level	
Help Desk	Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated response time)	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	<to be provided by the dept.,>

ANNEXURE G

Transition & Knowledge Transfer Plan

1. Introduction

1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

3. General

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERS tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any

potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

- 3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;
 - 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
 - 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.

- (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.
- 3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) Services for which rates already specified in the Agreement shall be provided on such rates;
- (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
- 3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in

which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

- 4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

5. Subcontractors

- 5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

- 6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

7. Transfer of Assets

7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the Bank; and
- (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on Bank premises:

- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
- (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.

- 8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 8.3 Within 1 (one) month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9. Transfer of Software

- 9.1 Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:
- (a) Source Code (with source tree) and associated documentation;
 - (b) application architecture documentation and diagrams;
 - (c) release documentation for functional, technical and interface specifications;
 - (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
 - (e) Source Code and supporting documentation for testing framework tool and performance tool;
 - (f) test director database;

- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10. Transfer of Documentation

- 10.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

11. Transfer of Service Management Process

- 11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
 - (1) Incidents;
 - (2) Problems;
 - (3) Service Requests;
 - (4) Changes;
 - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

12. Transfer of Knowledge Base

- 12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up

to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

13. Transfer of Service Structure

13.1 6 (six) months prior to expiry or within 2 (two) weeks' notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

- (a) archive of records including:
 - (1) Questionnaire Packs;
 - (2) project plans and sign off;
 - (3) Acceptance Criteria; and
 - (4) Post Implementation Reviews.
- (b) programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

14.2 Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

15. Training Services on Transfer

15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:

- (1) A training strategy, which details the required courses and their objectives;
- (2) Training materials (including assessment criteria); and
- (3) a training plan of the required training events.

15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____ hours. Bank may enroll up to _____ of its staff or _____

employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than _____ years of experience in operating _____ software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.

16. Transfer Support Activities

16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

- (1) a timetable of events;
- (2) resources;
- (3) assumptions;
- (4) activities;
- (5) responsibilities; and
- (6) risks.

16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

- 16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.
- 17. Use of Bank Premises**
- 17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.
- 17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXXX

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

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

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

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

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

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

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

may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- i. the statutory auditors of the either party and
 - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- i. Suspension of access privileges
 - ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act

or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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



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

For and on behalf of _____

Name		
Designation		
Place		
Signature		

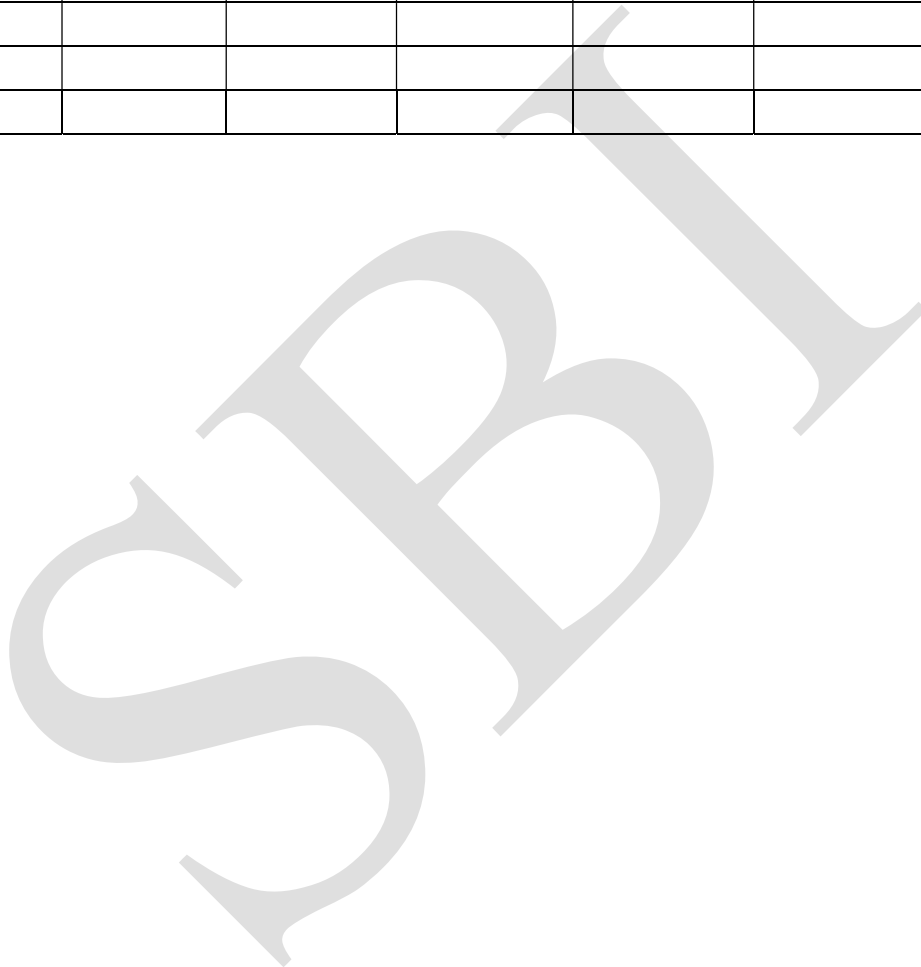
For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-M

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

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



Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorised signatory

Seal of Company

Appendix-O
Deleted

SBI

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR

**NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA
TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SOFTWARE
SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED
dd/mm/yyyy**

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

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

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

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

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

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before ____ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupeesonly)
- (b) This Bank Guarantee shall be valid upto
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank
Guarantee only and only if you serve upon us a written claim or demand on or before
.....

Yours faithfully,

For and on behalf of

Authorized official of the bank

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

Undertaking of Authenticity

To:
DGM (PRM)
State Bank of India,
Proactive Risk Management Cell
Fraud Prevention & Monitoring Department
Corporate Centre,
2nd Floor, SMS Highway Branch Building
Choura Rasta, Jaipur (Raj.) – 302 003

Sub: Undertaking of Authenticity for supplied Product(s)

Ref: RFP No. SBI:xx:xx dated dd/mm/yyyy

With reference to the Product being quoted to you vide our Bid No: _____ dated _____, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

1. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).
2. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.
3. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.
4. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this day of 202

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

MANUFACTURERS' AUTHORIZATION FORM

No.

Date:

To:
DGM (PRM)
State Bank of India,
Proactive Risk Management Cell
Fraud Prevention & Monitoring Department
Corporate Centre,
2nd Floor, SMS Highway Branch Building
Choura Rasta, Jaipur (Raj.) – 302 003

Dear Sir:

Ref: RFP No.SBI:xx:xx dated dd/mm/yyyy

We, who are established and reputable manufacturers / producers of _____ having factories / development facilities at _____ (*address of factory / facility*) do hereby authorise M/s _____ (*Name and address of Authorised Business Partner (ABP)*) to submit a Bid, and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.

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

- (a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
- (b) In the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorise the said ABP to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer / Producer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:
DGM (PRM)
State Bank of India,
Proactive Risk Management Cell
Fraud Prevention & Monitoring Department
Corporate Centre,
2nd Floor, SMS Highway Branch Building
Choura Rasta, Jaipur (Raj.) – 302 003

Date:

Dear Sir,

Ref: RFP No. xxxx dated xxxx
Bidder Name:

We, _____ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at _____ hereinafter referred to as “Bidder/Seller” which expression shall mean and include, unless the context otherwise shall include, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the RFP and the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to bid/be considered.

We also agree and acknowledge that based on this certificate given by us, if our bid is accepted by the Bank and later our such certification/declaration is found to be false, this would be a ground for immediate termination and further legal/punitive action against us in accordance with the terms of the RFP and law.

Signature and Seal of the Bidder

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Appendix- T

Letter of Undertaking by bidders for withdrawal of Services during the contract term

To,
DGM (PRM)
State Bank of India,
Proactive Risk Management Cell
Fraud Prevention & Monitoring Department
Corporate Centre,
2nd Floor, SMS Highway Branch Building
Choura Rasta, Jaipur (Raj.) – 302 003

Date:

Dear Sir,

Ref: RFP No. _____ dated: _____.
_____ (RFP Subject)

We refer to the captioned RFP issued by State Bank of India (SBI) in which we, _____
have participated as a bidder.

2. In terms of the Provisions of the captioned RFP/SLA and our Bid, any of the services mentioned under the Scope of Work (Annexure _ of RFP) can be withdrawn, fully or partially, by SBI by giving a notice of 60 days at any time during the contract period. We understand that the restriction to terminate the contract within the half of the contract period shall not in any way restrict the right of SBI to withdraw any service at any time during the contract period with the mandated 60 days' notice.

3. We understand that the right to withdraw any service during the tenure of the Contract is without prejudice to any other provision of the RFP and we undertake not to dispute any such withdrawal of service or claim any commercials for the service(s) withdrawn.

Dated this _____ day of _____ 2021.

(Signature)
(In the capacity of)
Duly authorized signatory on behalf of

Seal of the Company

**LETTER OF UNDERTAKING FOR PROVIDING ALL SERVICES AS
MENTIONED AT ANNEXURE SCOPE OF WORK**

To,
DGM (PRM)
State Bank of India,
Proactive Risk Management Cell
Fraud Prevention & Monitoring Department
Corporate Centre,
2nd Floor, SMS Highway Branch Building
Choura Rasta, Jaipur (Raj.) – 302 003

Dear Sir,

Our Bid for _____

We understand that under the Scope of Work at Annexure ____, Bank has stipulated all the mandatory services under _____.

2. We confirm having read and understood each and every service as mentioned under Scope of Work and we undertake to provide each and every service as mentioned under the Scope of Work.

3. We understand that if we are selected by the Bank for implementing/providing the services and if at any stage Bank finds any particular service is not being provided by our Company, Bank may debar/expel our company and reassign the orders to other vendors/bidders and Bank has right to invoke our Performance Bank Guarantee, as well as debar us from the Bank's future RFP's/Tenders.

Yours faithfully,
For:
Signature:
Name: