



**REQUEST FOR PROPOSAL/LIMITED TENDER ENQUIRY  
FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR  
“ROUND THE CLOCK MONITORING, TROUBLESHOOTING, DATABASE  
AND SYSTEM ADMINISTRATION OF CONTACT CENTRE MIDDLEWARE  
APPLICATION”**

**Ref: SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112: 13.03.2024**

This is closed RFP and participation in this RFP is by invitation only and is limited to the vendors empaneled by ITPR Department of the Bank. Unsolicited bids will not be considered by the Bank.

**STATE BANK OF INDIA  
IT-CONTACT CENTRE SPECIAL PROJECTS  
3<sup>RD</sup> FLOOR, KAPAS BHAWAN  
SECTOR-10, CBD BELAPUR  
NAVI MUMBAI, MAHARASHTRA  
PIN-400614**

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



### 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)	<ol style="list-style-type: none"><li>1. Shri Sunil Singh, Dy. Gen. Manager</li><li>2. Shri Manash Ranjan Das, Asst. Gen. Manager, <u>Mob: 9986577839</u> Email: <a href="mailto:manash.das1@sbi.co.in">manash.das1@sbi.co.in</a></li><li>3. Shri Sinha Dharmendra, Chief Manager <u>Mob: 8471089922</u> Email: <a href="mailto:sinha.d@sbi.co.in">sinha.d@sbi.co.in</a></li></ol> <p>Contact Address: <b>IT-Contact Centre Special Projects State Bank Global IT Centre 3<sup>rd</sup> Floor, Kapas Bhavan Sector-10, CBD Belapur Navi Mumbai – 400614</b></p>
2	Bid Document Availability including changes/amendments if any to be issued	<p>RFP Will be emailed to the Empaneled Bidders with the Bank vide Request for Empanelment of IT Companies for Providing Niche Technology Resources for Various Applications and IT Initiatives of the Bank skill wise vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023.</p> <p><b>Additionally</b> RFP may be downloaded from Bank’s website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> under procurement news section from 13.03.2024 to 04.04.2024. It is clarified that unsolicited bids will not be considered by the Bank.</p>
3	Last date for requesting clarification	<p>Upto 02.00 p.m. on 18.03.2024. All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.</p>

4	Pre - bid Meeting	From 03.00 p.m. to 04.00 p.m. on 18.03.2024 through online meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	21.03.2024
6	Last date and time for Bid submission	Upto 02.00 p.m. on 04.04.2024.
7	Address for submission of Bids <i>(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)</i>	Online through M/s E-Procurement Technologies Limited (EPTL) <b><a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a></b>
8	Date and Time of opening of Technical Bids	04.00. p.m. on 04.04.2024. Authorized representatives of Bidders may be present at venue (to be advised separately) during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
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.
11	Tender Fee	Nil.
12	Earnest Money Deposit	Rs. 21,00,000/- (Rs. twenty-one lacs only)  Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance Branch- OAD, GITC, Belapur <b>Mode- NEFT and RTGS.</b>  Or Account Name: System Suspense Branch Parking A/C Account: No. 37608352111 IFSC: SBIN0011343



		<p>Branch: OAD, GITC, Belapur Mode of Transaction- intra-bank transfer <b>(SBI to SBI only)</b></p> <p>Or</p> <p>EMD should be in the form of a bank guarantee.</p> <p>EMD shall be valid upto 180 days from bid submission date.</p>	
13	Bank Guarantee	5 % of the total value of contract.	Performance Security in form of BG should be valid for 3 (three) year(s) and 3(three) months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	<p><b>e-Procurement Technologies Limited</b> A-201/208, Wall Street- II, Opp. Orient Club, Nr Gujarat College, Ellis Bridge, Ahmedabad 380006, Gujarat (India) Contact No. – 6352631903,6354919566 <b>Email – etender.support@sbi.co.in</b></p>	

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## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, 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/Limited Tender Enquiry (hereinafter referred to as “**RFP/LTE**”) has been issued by **the Bank** on behalf of **SBG** for procurement to invite bids from the Empaneled Vendors with the Bank as per the **REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 (hereinafter referred to as “EOI”)**. Unless stated otherwise under this RFP, all other terms and conditions of the EOI and Agreement executed in pursuant to the EOI will be applicable for this RFP.
- ii. In order to meet the 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 Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- 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 providing of proposed **Services** 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 Services 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.
- 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 order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 3. DEFINITIONS:

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the EOI and Agreement executed in pursuant to the same.:

- 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. **“Empaneled Vendor/Bidder”** is an entity/ firm who has been empaneled with the Bank in pursuant to Request for EOI -RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total 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. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

viii. “**EOI**” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this RFP shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.

ix. “**Purchase Order Value**” shall mean the total price agreed to be paid to Service Provider under the respective Purchase Order, which may be issued by the Bank time to time, based on its actual requirements for providing resources on T&M / Project /Fixed Cost basis or otherwise.

#### **4. SCOPE OF WORK:**

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

Unless otherwise stated under this RFP, all other terms and conditions of the EOI will be applicable for this RFP.

#### **5. ELIGIBILITY AND TECHNICAL CRITERIA:**

Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

#### **6. COST OF BID DOCUMENT:**

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** 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/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder’s risk and responsibility

and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### **9. EARNEST MONEY DEPOSIT (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder’s conduct.

The EMD should be directly credited to the designated account, or it should be in form of Bank Guarantee (as prescribed in **Appendix-O**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, 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.

- iii. 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.
- iv. 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.
- v. 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**.

vi. No interest is payable on EMD.

vii. 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 Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### **10. BID PREPARATION AND SUBMISSION:**

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing** Niche Technology Resources for Round the clock Monitoring, troubleshooting, Database and System Administration of Contact Centre middleware application” in response to the **RFP No. SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112 dated 13.03.2024.** Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
  - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of Appendix-A on Bidder’s letter head.
  - (c) Proof of remittance of EMD (if directly credited 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 “*DEADLINE FOR SUBMISSION OF BIDS*” sub-clause (ii).
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B**
  - (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“*DEADLINE FOR SUBMISSION OF BIDS*” sub-clause (ii).
  - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- ii. **Indicative Price Bid** for providing Niche Technology Resources for Round the clock Monitoring, troubleshooting, Database and System Administration of Contact Centre middleware application” in response to the **RFP No. SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112** dated **13.03.2024** 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.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay, or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

#### **11. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. 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.

#### **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 Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### **14. BID INTEGRITY:**

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

## **15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids 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 Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **16. TECHNICAL EVALUATION:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the

technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.

- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

#### **17. EVALUATION OF 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 Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- 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.

#### **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 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 within 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 Services 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 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 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 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.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



the award of contract to the successful Bidder on the Bank’s website. The EMD of each unsuccessful Bidder will be discharged and returned.

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

Applicable as defined under EOI.

**21. WAIVER OF RIGHTS:**

Applicable as defined under EOI.

**22. CONTRACT AMENDMENT:**

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

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

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

**24. BANK GUARANTEE:**

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

**25. SERVICES:**

(AS MENTIONED IN SCOPE OF WORK OF THIS RFP)

**26. PENALTIES:**

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

**27. RIGHT TO VERIFICATION:**

Applicable as defined under EOI.

**28. RIGHT TO AUDIT:**

Applicable as defined under EOI.

**29. SUBCONTRACTING:**

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

**30. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for a period of **03** years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement

**31. LIMITATION OF LIABILITY:**

Applicable as defined under EOI.

**32. CONFIDENTIALITY:**

Confidentiality obligation shall be as per non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

**33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

Applicable as defined under EOI.

### **34. 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 misdemeanours.
- 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-K** of this RFP.
- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.

### **35. TECHNICAL DOCUMENTATION:**

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.

### **36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

Applicable as defined under EOI.

**37. LIQUIDATED DAMAGES:**

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

**38. CONFLICT OF INTEREST:**

Applicable as defined under EOI.

**39. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

Applicable as defined under EOI.

**40. TERMINATION FOR DEFAULT:**

Applicable as defined under EOI.

**41. FORCE MAJEURE:**

Applicable as defined under EOI.

**42. TERMINATION FOR INSOLVENCY:**

Applicable as defined under EOI.

**43. TERMINATION FOR CONVENIENCE:**

Applicable as defined under EOI.

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

Applicable as defined under EOI.

#### **45. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **46. 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.

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

all such taxes in the contract price.

vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):

- (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
- (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government’s goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
- (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**48. TAX DEDUCTION AT SOURCE:**

Applicable as defined under EOI.

**49. TENDER FEE:**

Not applicable

**50. EXEMPTION OF EMD AND TENDER FEE:**

As the RFP is among the Empaneled Bidders through EOI, exemption from payment of EMD is not provided under this RFP.

**51. 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**

**Appendix –A**

**BID FORM (TECHNICAL BID)**

[On Company’s letter head]

(To be included in Technical Bid)

Date: \_\_\_\_\_

To:

The Deputy General Manager  
State Bank of India  
IT - Contact Centre Department,  
3<sup>rd</sup> floor, Kapas Bhavan  
Sector 10, CBD Belapur,  
Navi Mumbai, Maharashtra-400614

Dear Sir,

**Ref: RFP No. SBI:/GITC/IT-CONTACT CENTRE/2023/2024/1112 dated  
13/03/2024**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the 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 services/items 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-J** 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 Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our

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

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

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

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

**Appendix-B**

**Bidder’s Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                  | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                       |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder should be the Empaneled Bidder under the Category Combination III (Vendors from category I, II & III) pursuant to the EOI.                                                                                                                                        |                            | Copy of the Empanelment Letter issued by the Bank to be provided.                                                                                                      |
| 2.            | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020     |                            | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable. |
| 3.            | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                        |                            | Certificate of local content to be submitted as per <b>Appendix-G</b> .                                                                                                |
| 4.            | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has provided resources for similar operations in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3 BFSI client references are required) |                            | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b>                                                                        |
| 5.            | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                        |                            | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party                                    |



|    |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                                                                                                                               |  | Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 6. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                  |
| 7  | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                                    |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                  |

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C**

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**Appendix-D**

**Bidder Details**

Details of the Bidder

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-E**

**Scope of Work and Payment Schedule**

**A. Scope of Work**

Bank is operating Contact Centres at various locations in India, which are operational 24x7 and offer several services to customers through Toll free numbers. These contact centres are integrated with Bank through middleware, hosted in Bank’s centralized virtual servers. This middleware technology stack has around 30 VMs, spread across three environments PRODUCTION at Primary (PR), alternate (DR) site and NON-PRODUCTION (UAT) environments, hosted in different OS like Windows & RHEL and consists of Microsoft IIS, Oracle WebLogic, Load Balancer, Oracle Database etc.

To ensure continuous uninterrupted services to the Contact Centre

s, it is essential to ensure the availability of the middleware application through 24x7. Therefore, there is a need for continuous 24x7 monitoring, reporting, and managing the middleware infrastructure/ platforms and the tech stack.

**This RFP document is an invitation by SBI to outsource these infrastructural management activities broadly defined as “Round the clock Monitoring, Troubleshooting, Database and System Administration of Contact Centre middleware application”.**

The selected vendor would ensure deployment of personnel of exceptionally high order, technically sound and competent to handle and ensure smooth functioning/management of Contact Centre middleware tech-stack which includes but not limited to install, configure, troubleshoot of issues at the Bank’s premise from Command Centre.

**An indicative but not exhaustive list of activities that need be performed for providing the services 24 x 7 x 365/366 days is as follows:**

**1. Tech & Security Operations**

- a. The vendor should comply with the Bank’s IT/IS policy.
- b. 24X7X365/366 active monitoring of middleware infra, application, database, and server availability, systems, and key processes and providing health reports on daily/weekly/monthly reports to the Bank.

- c. Ensuring 99.23% uptime of all middleware infra, application, and database on monthly basis.
- d. Incident management, coordinating with various stakeholders/departments, finding the root cause, and timely reporting to the Bank also sharing recommendations for fixes to the development/application team.
- e. Problem management by logging and following requests with the OEM support team in case of any issues and recommending/implementing their recommendations.
- f. Currently PR and DR are passive setup. Ensure PR-DR 100% replica and daily monitoring and reporting of PR-DR sync status and conducting/ensuring smooth BCP as per the RTO such as DR drill, participating in IBCE, and providing reports to the Bank on time.
- g. Integrate, proactive monitor and manage integrations such as DAM/SIEM/AV/AD/PIMS/ITAM etc. with the Bank’s environment.
- h. Install/configure/troubleshoot/perform finetuning of operating systems (Windows/RHEL), and middleware software such as Oracle WebLogic, and Microsoft IIS and manage them with cluster fail-over and High availability.
- i. Applying timely updates/patches to ensure that the environments are running optimally at the supported software levels.
- j. Maintaining access management and segregation of duties and following the Bank’s deployment management process for deployment in Non-Prod/Prod and maintaining code repository.
- k. Daily monitoring and housekeeping such as timely archival of logs and conducting backup and restoration, conducting backup validation, and backup restoration testing as per the Bank’s policy.
- l. Maintaining Asset Register and managing expiry of FAR /Certificate /User password /SOP/ Whitelisting etc. and taking necessary steps to ensure the system availability.

## **2. System administration & activities**

- a. Implementing security controls such as VA PT, SCD, patching, etc. on or before time as per the advice given by the Bank.
- b. Housekeeping to maintain utilization of resources within threshold limit.
- c. Suggesting Bank, the upgradation requirements for software/hardware well-in-advance and help in capacity planning on ongoing basis.
- d. Perform periodic performance reviews to support capacity planning, performance tuning resources by up/downsizing for a better infra resiliency.
- e. Setting up new or upgrading existing production/non-production environments and tech stack, if required by the Bank.
- f. Following the Bank’s policy of deployment of WAR files, certificates, or any other related deployments, in Non-Prod/ Prod and administering/ maintaining the version control VM.

- g. Ensuring data encryption/protection requirements of the Bank.
- h. Recommend innovative and automated approaches for system administration tasks.

### **3. DB Administration and activities**

- a. 24x7x365/366 database monitoring and underlying assets for storage, tablespace, disk group, etc., and reporting the data using OEM tool or Bank’s provided APM tool or manually as per the Bank’s need.
- b. Database RAC setup installation, configurations, and management, Database Creation/Modification/Migration/upgradations on various platforms as and when required as per the Bank’s policy.
- c. Meet the compliance requirement of databases as per the Bank’s policy. OS Errors, ORA Errors, Alerts Monitoring and Troubleshooting. Users/Tables/Table spaces/Data files/Profiles/Roles creation/updating/ deletion as and when required.
- d. Routine Database and Server Patching/upgrade as per the Bank’s policy.
- e. Perform periodic performance reviews to support capacity planning, performance tuning/indexing of the databases as and when required.
- f. DAM integration with Bank’s Environment and daily review of reported observations and taking corrective and preventive action(s).
- g. Suggest and implement the solutions pertaining to database security, performance as and when required.
- h. Logging and following Service Requests with the Oracle support team in case of any issues.

### **B. Payment Schedule**

The Payment shall be made on monthly basis in arrears on submission of the monthly invoices by the service provider. The service provider to ensure that the desk is manned with the resources as per the requirement stated in this RFP. Bank would not consider for any leave or payment for Sundays/ Holidays. In case resources require leave, the service provider to arrange for relief resources without any additional cost to the Bank.

INR Price quoted in Financial Proposal should be exclusive of all taxes except TDS. Bank shall pay the taxes (except TDS) at the rates prevailing at the time of payment of invoice in accordance with the prevailing tax laws and subject to production of original receipt wherever required. The following cost/duties/expenses shall be borne by the selected Bidder:

- (a) The TDS, if applicable, will be deducted by the Bank at the time of payment of invoices.
- (b) All expenses, stamp duty and other charges/ expenses in connection with the execution of the agreement because of this RFP process.

### C. SERVICE SUPPORT METRIC

24x7 Technical Support Team at IT Contact Centre Special Projects department situated at Kapas Bhavan Building, Sector-10, CBD Belapur, Navi Mumbai- 400614 whereby technical persons in rotational shifts must be deployed in the following manner subject to change at the discretion of the Bank:

#### Per Week Resources:

| Days       | Morning (Shift-I) | Afternoon (Shift-II) | Night (Shift-III) | General Shift |
|------------|-------------------|----------------------|-------------------|---------------|
| *Monday    | 2                 | 2                    | 2                 | 1             |
| *Tuesday   | 2                 | 2                    | 2                 | 1             |
| *Wednesday | 2                 | 2                    | 2                 | 1             |
| *Thursday  | 2                 | 2                    | 2                 | 1             |
| *Friday    | 2                 | 2                    | 2                 | 1             |
| *Saturday  | 2                 | 2                    | 2                 | 1             |
| *Sunday    | 2                 | 2                    | 2                 | 1             |

#### Per Day shift

| Period        | Timings                                          |
|---------------|--------------------------------------------------|
| Shift I       | 7:00 AM to 3:00 PM (1 DBA + 1 Technical Expert)  |
| Shift II      | 3:00 PM to 11:00 PM (1 DBA + 1 Technical Expert) |
| Shift III     | 11:00 PM to 7:00 AM (1 DBA + 1 Technical Expert) |
| General Shift | 10:00 AM to 06:00 PM (1 Technical Lead/Manager)  |

\* Indicates minimum 7 manpower requirement on every day. The billing will be for 7 resources for smooth 24x7x365/366 operation. Bidder may factor additional resources to manage 24x7x365/366 support and comply scope of work with no additional cost to the Bank.

It will be the responsibility of the successful bidder to make alternate arrangements for the resource in case the shift duty official is not available due to any exigency.

**Classification of resources:**

| Sl. No | Position Required | Essential Experience                                                                                                                                                                                                                                                                                                                                             | Skillsets Required                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | DBA               | <p><b>*Senior DBA:</b> Graduate (IT) with OCP Certification having minimum 5 years IT experience in database.</p> <p><b>Junior DBA:</b> Graduate (IT) with OCP Certification (desired) with minimum 3 years IT experience in database.</p>                                                                                                                       | <p>Strong command of SQL and working experience in Oracle DB RAC setup and administration, ensuring data security, tuning performance, advanced knowledge of database security, backup and recovery, performance monitoring and compliance standards etc. Indicative list mentioned in the scope-of-work.</p>                                                                                                                |
| 2      | Technical Expert  | <p><b>Senior Lead/Project Manager:</b> Graduate (IT) having experience in IT Operations; ITIL Certifications with minimum 5 years IT Experience as lead role. Security Exposure and networking experience is desired.</p> <p><b>Technical Expert:</b> Graduate (IT) with minimum 3 years IT experience in the similar domain. ITIL Certification is desired.</p> | <p>Technical experience and hands on experience in domains of Virtual Machines (VM), Oracle WebLogic, IIS, Windows and RHEL Administration, Load balancer, monitoring through APM (Dynatrace), Implementing and monitoring security solutions, troubleshooting, upgrades and patch management of all respective operating systems and technologies, SSL encryption, etc. Indicative list mentioned in the scope-of-work.</p> |

\* The bidder to factor at least one Senior DBA for the project.

“Graduate [IT]” means Bachelor’s/Master’s degree in engineering (B.E. / B. TECH/M. TECH) or MCA/MSc (IT).

“IT Experience” means experience in Information Technology, preferably in Oracle WebLogic, Microsoft IIS, Load balancer, Windows, and Linux administration etc. In case of DBA activity, senior resource must be Oracle Certified DBA with required experience.

The bidder must provide detailed biodata along with necessary certification copies of all the resources who will be deployed to the project to the Bank in advance. The Bank’s technical team will conduct assessment and post their approval, the resource will be onboarded to the project.

In case of attrition, the successful bidder should give notice (not less than 30 calendar days) to the Bank. The bidder must share their biodata along with necessary certification copies and Bank will conduct assessments before onboarding. The Bank’s technical team will conduct assessment and post their approval, the resource will be onboarded to the project. It is the responsibility of the successful bidder to arrange suitable equivalent replacement and ensure the assessment is completed within 15 days. There must be a minimum of 2 weeks of overlapping for knowledge transfer between the new and the relieving resource. It’s the responsibility of the bidder to ensure with necessary knowledge transfer and sign off.

The Bank at its sole discretion may consider to onboard similar types of additional resources from the successful bidder, at the same terms and conditions under this RFP.

**Appendix-F**

**Indicative Price Bid**

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:** \_\_\_\_\_

| Sl. No. | Type of Resources                          | No. of Resources for a Day (A) | Rate per resource (Amount in Rs.) (B) | Total amount Per month (Amount in Rs.) (C)<br>( C = A x B x 30 days) | Total amount for 3 years (Amount in Rs.) (D)<br>( D = C x 36) | Proportion to Total Cost (in percent age) # |
|---------|--------------------------------------------|--------------------------------|---------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------|
| 1.      | Senior Oracle Database Administrator (DBA) | 1                              |                                       |                                                                      |                                                               |                                             |
| 2.      | Junior Oracle Database Administrator (DBA) | 2                              |                                       |                                                                      |                                                               |                                             |
| 3.      | Senior Lead / Project Manager              | 1                              |                                       |                                                                      |                                                               |                                             |
| 4.      | Technical Expert                           | 3                              |                                       |                                                                      |                                                               |                                             |
|         | <b>Total Resource Count</b>                | <b>7</b>                       |                                       |                                                                      |                                                               |                                             |
|         | <b>Total Cost *</b>                        |                                |                                       |                                                                      |                                                               |                                             |

# The ‘Proportion to Total Cost’ percentage mentioned here will have to be maintained in the final price quote also by the 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.                 |                           |                     |       |       |
| <b>Grand Total</b> |                           |                     |       |       |

**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><br>(95% of D)                        | <i>F</i><br>(95% of D)                      |
| 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                                       |
| <b>Grand Total<br/>(1 + 2 + 3 + 4)= G</b> | <b>190</b>                       | <b>100</b>                                                     | <b>75</b>                            |                                               |                                             |

\* 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 \_\_\_\_\_ < details of services > 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/ Service 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)***

1. 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).
2. 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 Service) (hereinafter referred to as “Services”) to SBI in accordance with the Request for Proposal (RFP) No. SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112 DATED 13.03.2024.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. 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 Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored 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 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. The 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**

**Other terms and Penalties**

**Bidder has to ensure the support should comply the RFP/SLA terms and penalties will be imposed on breach of RFP/SLA terms as mentioned below-**

**A. Availability SLA**

System will be UP when accessible by the user without any performance/response time degradation. The selected Bidder shall ensure 99.23% uptime for the “Contact Centre middleware application” on 24x7 monthly basis, however penalty will be applicable due to downtime. \*Uptime (%) will be calculated for the tech stack:

$$Uptime (\%) = \left\{ \frac{\text{Total minutes in a month} - \text{Sum of \#downtime (in min) for middleware stack in the same month}}{\text{Total minutes in a month}} \right\} \times 100$$

The Total minute in a month = No of days in a month x 24 x 60.

**Penalty Slab**

| <b>Monthly aggregated Uptime</b> | <b>Penalty amount</b>                  |
|----------------------------------|----------------------------------------|
| 99.23 % and above                | No penalty                             |
| 98 % and less than 99.22 %       | 2 % of the Total Monthly bills payable |
| 97 % and less than 98 %          | 4% of the Total Monthly bills payable  |
| 96 % and less than 97 %          | 6% of the Total Monthly bills payable  |
| 95 % and less than 96 %          | 8% of the Total Monthly bills payable  |
| Less than 95 %                   | 10% of the Total Monthly bills payable |

\*Uptime will be measured using Bank’s provided APM tool/OEM tool or from logs.

#Downtime is calculated based on Bank’s Downtime Governance framework.

**B. Service Metrics for Incident Management:**

**Table for severity level classification**

| S. No. | Severity Level | Definition (Not Exhaustive)                                                                                                                                                                                                                                                                                                                                          |
|--------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Severity 1     | <ul style="list-style-type: none"> <li>All the servers are down.</li> <li>All the servers in any layer (Web, App, Database) are down such that the application is not able to cater to the requests.</li> <li>System is up but not serving the purpose because of any issue such as firewall/certificate/user expiry attributed to the vendor lapses etc.</li> </ul> |
| 2.     | Severity 2     | <ul style="list-style-type: none"> <li>Utilization of resources (CPU, Memory, Storage) more than 90% of any server impacting the performance.</li> </ul>                                                                                                                                                                                                             |

**Penalty slab for the delay in restoration as per the severity.**

| Severity level                          | Period of delay | Penalty |
|-----------------------------------------|-----------------|---------|
| Restoration time of severity 1 incident | >1 hrs to 2 hrs | 2%      |
|                                         | >2 hrs to 3 hrs | 5%      |
|                                         | > 3 hrs         | 10%     |
| Restoration time of severity 2 incident | >2 hrs to 3 hrs | 1%      |
|                                         | >3 hrs to 4 hrs | 2%      |
|                                         | > 4 hrs         | 5%      |

**Sample calculation:** If the billing for a given month is Rs. 10,00,000/- (Rupees Ten lakhs), and the aggregated restoration time is at 2.5 hours for the same month for severity 1, then the penalty slab of 5% for that monthly bill will be considered for the purpose of calculation.

Similarly, if the billing for a given month is Rs. 10,00,000/- (Rupees Ten lakhs), and the aggregated restoration time is at 3.5 hours for the same month for severity 2, then the penalty slab of 2% for that monthly bill will be considered for the purpose of calculation.

In case if the severity 1 and 2 incidents occur in the same month, penalty calculations will be done separately as per both slabs.

**C. Penalty for resource absence from duties**

| S. No. | Resource                      | Absence for 1-5 days                          | Absence for 6-10 days                                                                                            | Absence beyond 10 days                                                                                           |
|--------|-------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 1      | Senior Database Administrator | Calculated as per the discovered rate per day | Twice of (Calculated as per the discovered rate per day + 10% of calculated as per the discovered rate per day.) | Twice of (Calculated as per the discovered rate per day + 25% of calculated as per the discovered rate per day.) |
| 2      | Junior Database Administrator |                                               |                                                                                                                  |                                                                                                                  |
| 3      | Senior Lead/Project Manager   |                                               |                                                                                                                  |                                                                                                                  |
| 4      | Technical Expert              |                                               |                                                                                                                  |                                                                                                                  |

Note: Penalty for the above table will be applicable for not matching the agreed minimum resource count per shift or not fulfilling the segregation-of-duties at work.

Please note that Bank’s attendance system will be used for the purpose of attendance.

**Sample calculation:** If the senior lead/project manager is absent from duties for 3 days (aggregated in a month), the penalty amount will be 3 x discovered rate per day for senior lead/project manager.

**D. Service metric for RTO/RPO**

(a) Recovery Time objective (RTO)

| SL no. | Service level category                | Service level object | Measurement range/criteria                                                       |
|--------|---------------------------------------|----------------------|----------------------------------------------------------------------------------|
| 1.     | RTO for switch over between PR and DR | 50 minutes           | The application should be up and running after switchover (PR-DR-PR) within RTO. |

(b) Recovery Point Objective (RPO)

| SL no. | Service level category                | Service level object | Measurement range/criteria                                                       |
|--------|---------------------------------------|----------------------|----------------------------------------------------------------------------------|
| 1.     | RPO for switch over between PR and DR | 30 minutes           | The application should be up and running after switchover (PR-DR-PR) within RPO. |

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



**Penalty for RTO/RPO**

| <b>Service Level Category</b> | <b>SLA Measure</b>                                             | <b>Penalty Calculation</b> |
|-------------------------------|----------------------------------------------------------------|----------------------------|
| RTO/RPO                       | Non maintenance of RTO and/or RPO during PR-DR-PR switch over. | Rs.10,000/- per instance   |

**Note: Sum total of all penalties for the month will not exceed more than 20% of the monthly bill.**

**Service Level Agreement**

**AGREEMENT FOR** \_\_\_\_\_ <sup>1</sup>

**BETWEEN**

**STATE BANK OF INDIA,** \_\_\_\_\_ <sup>2</sup>

**AND**

\_\_\_\_\_ <sup>3</sup>

**Date of Commencement** : \_\_\_\_\_ <sup>4</sup>

**Date of Expiry** : \_\_\_\_\_

---

<sup>1</sup> Type/nature/name of Agreement.

<sup>2</sup> Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

<sup>3</sup> The other Party (Contractor/ Service Provider) to the Agreement

<sup>4</sup> Effective Date from which the Agreement will be operative.

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This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre 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 **IT Contact Centre Special Projects Department**, Department,<sup>5</sup> 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 First Part:

AND

\_\_\_\_\_ <sup>6</sup> 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

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for \_\_\_\_\_ ;<sup>7</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of 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 \_\_\_\_\_

<sup>5</sup>Name & Complete Address of the Dept.

<sup>6</sup>Name & Complete Address ( REGISTERED OFFICE) of service Provider,

<sup>7</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

## **1. DEFINITIONS & INTERPRETATION**

### **1.1 Definition**

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

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.3 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.
- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

- 1.1.5 “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).
- 1.1.6 “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.
- 1.1.7 “Request for Proposal/Limited Tender Enquiry (RFP/LTE)” shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.8 “**EOI**” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-PartnerRelationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.
- 1.1.9 “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.
- 1.1.10 ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

## 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 3 (three) year(s) 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 1(one) year years on the mutually agreed terms & conditions.
- 1.3.4 Purchase Order(s), which may be issued by the Bank time to time, shall be governed by the terms and conditions of this Agreement. Notwithstanding expiry of this Agreement, all the terms and conditions of this Agreement shall also be applicable and in full force for such Purchase Order(s) under which Service are required to be delivered beyond the term of this 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 IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank’s information technology system shall be subject to the following:
- 2.1.1 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 here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

3.2 All duties and taxes (excluding<sup>8</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

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 evidence, 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 03 year(s) 03\_month(s) from a Scheduled Commercial Bank other than State Bank of

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<sup>8</sup> Please determine the applicability of the taxes.

India in a format provided/ approved by the Bank. In case Services under any Purchase Order(s) are required to be delivered beyond the term of the Contract, notwithstanding expiry of the Contract executed between the Bank and Service Provider(s), Service Provider shall be required to extend the period of PBG, beyond the above-mentioned period, till three months of expiry date of Purchase Order having longest validity amongst all such Purchase Order(s).

3.5.2 The performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of providing requisite resources time to time and/or successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; 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 or respective Purchase Order(s) 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 or respective Purchase Order(s).

3.5.4 Performance of the obligations under the Agreement or respective Purchase Order(s) shall be made by Service Provider in accordance with the time schedule<sup>9</sup> specified in this Agreement or respective Purchase Order(s).

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

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<sup>9</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

3.5.6 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 or respective Purchase Order(s).

#### **4. LIABILITIES/OBLIGATION**

##### **4.1 The Bank’s Duties /Responsibility (if any)**

- (i) Processing and authorising invoices
- (ii) \_\_\_\_\_

##### **4.2 Service Provider Duties**

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (c) 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.
  - (d) 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.
  - (e) 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.

- (f) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- (ii) Security Responsibility
  - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_

## **5. REPRESENTATIONS & WARRANTIES**

- 5.1 Each of the Parties represents and warrants in relation to itself to the other that:
  - 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
  - 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
  - 5.1.3 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’) (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
  - 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
  - 5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

**5.2 Additional Representation and Warranties by Service Provider**

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged 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 and when requested.
- 5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement 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 done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 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.
- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, 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 and without any additional cost to the Bank.

## **6. GENERAL INDEMNITY**

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless 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) Services Provider’s breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful 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. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider

6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables 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**

Applicable as defined under EOI.

## **8. TRANSITION REQUIREMENT**

Applicable as defined under Empanelment Agreement/EOI. Transition & Knowledge Transfer plan is mentioned in **Annexure F**.

## **9. LIQUIDATED DAMAGES**

If Service Provider fails to deliver and 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 0.5 % of total Project cost for delay of each week or part thereof maximum up to 05 % of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **10. RELATIONSHIP BETWEEN THE PARTIES**

Applicable as defined under Empanelment Agreement/EOI.

## **11. SUBCONTRACTING**

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

## **12. INTELLECTUAL PROPERTY RIGHTS**

Applicable as defined under EOI.

### **13. INSPECTION AND AUDIT**

Applicable as defined under EOI.

### **14. CONFIDENTIALITY**

Applicable as defined under EOI.

### **15. OWNERSHIP**

- 15.1 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.
- 15.2 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.
- 15.3 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.

### **16. TERMINATION**

- 16.1 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 or respective Purchase Order/SOW in whole or in part:
  - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement or respective Purchase Order/SOW, or any extension thereof granted by the Bank;

- (b) If Service Provider fails to perform any other obligation(s) under the Agreement or respective Purchase Order/SOW.
- (c) Violations of any terms and conditions stipulated in the RFP.
- (d) On happening of any termination event mentioned herein above in this Agreement.

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

- 16.2 Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.
- 16.3 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. 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.
- 16.4 In the event the Bank terminates the Agreement or respective Purchase Order/SOW 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, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.

- 16.5 The Bank shall have a right to terminate the Agreement or respective Purchase Order/SOW 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.
- 16.6 In the event of the termination of the Agreement or respective Purchase Order/SOW 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.
- 16.7 In the event of termination of the Agreement or respective Purchase Order/SOW for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 16.8 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.

**17. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW:**

Applicable as defined under EOI.

**18. POWERS TO VARY OR OMIT WORK**

Applicable as defined under EOI.

**19. WAIVER OF RIGHTS**

Applicable as defined under EOI.

**20. LIMITATION OF LIABILITY**

Applicable as defined under EOI.

**21. FORCE MAJEURE**

Applicable as defined under EOI.

**22. NOTICES**

22.1 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).

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

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

- (a) In the case of the Bank
- (b) IT-Contact Centre Special Projects
- (c) SBI GITC,
- (d) 3<sup>rd</sup> floor, Kapas Bhawan,
- (e) Sector 10, CBD, Belapur

(f) Navi Mumbai-400614

(g) In case of Service Provider

\_\_\_\_\_  
\_\_\_\_\_

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

### 23. GENERAL TERMS & CONDITIONS

**23.1 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.

23.2 **PUBLICITY:** Applicable as defined under Empanelment Agreement.

23.3 **SUCCESSORS AND ASSIGNS:** Applicable as defined under Empanelment Agreement.

23.4 **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.

23.5 **SEVERABILITY:** Applicable as defined under Empanelment Agreement.

23.6 **MODIFICATION:** Applicable as defined under Empanelment Agreement.

23.7 **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 \_\_\_\_\_.
- (iv) RFP; and
- (v) EOI

- 23.8 PRIVACY: Applicable as defined under Empanelment Agreement.
- 23.9 DUE AUTHORISATION: Applicable as defined under Empanelment Agreement.
- 23.10 COUNTERPART: This Agreement is 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**

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

WITNESS:

- 1.
  
  
- 2.

\_\_\_\_\_ **Service Provider**

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

- 1.
  
  
- 2.

**ANNEXURE-A**

**DELIVERABLES/SCOPE OF WORK**

**(REFER TO SCOPE OF WORK APPENDIX-E)**

1. Place of Service

|    |                                                                                                                                               |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | IT-Contact Centre Special Projects<br>SBI GITC,<br>3 <sup>rd</sup> floor, Kapas Bhawan,<br>Sector 10, CBD, Belapur<br>Navi Mumbai-400614_____ |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------|

2. Standard Services

Standard services to be delivered under this Agreement are illustratively listed below: -

*The details of services, their responsibilities and availability to be described-*

---

As per RFP scope of work.

3. Maintenance/ Upgrades

Hardware upgrade is out of scope.

4. 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) Impose penalty on Service Provider as mentioned under **Annexure E**.
- b) 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.

5. Risk Management

Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks.

**ANNEXURE-B**

(A) INFRASTRUCTURE MANAGEMENT METRICS  
(AS PER APPENDIX-I, **Other terms and Penalties**)

(B)INFRASTRUCTURE SUPPORT METRICS  
(AS PER APPENDIX-I, **Other terms and Penalties**)

**ANNEXURE-C**

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**ANNEXURE-D**

**ESCALATION METRICS**

**(TO BE PROVIDED BY THE SELECTED SERVICE PROVIDER)**

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

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



**ANNEXURE-E**

*Undermentioned are proposed penalty metrics.*

PENALTY FOR NON-PERFORMANCE OF SLA

**(AS PER APPENDIX-I, Other terms and Penalties)**

**ANNEXURE-F**

**Transition & Knowledge Transfer Plan**

**1. Introduction**

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 PROVIDER 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 utilize 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**

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**

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 (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 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) weeks 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**

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**

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**

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**

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 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**

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) month 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 material 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 proposal 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 logbook 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).

**XXXX**

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**Appendix-K**

**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 Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor

subject to such Subcontractor 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 willful 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 parties 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)

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



**Appendix-L**

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

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

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



**Appendix-M**

**Format for Submission of Client References**

**To whosoever it may concern**

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-N**

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**Appendix-O**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
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**EMD BANK GUARANTEE FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR Round the clock Monitoring, troubleshooting, Database and System Administration of Contact Centre middleware application**

**TO STATE BANK OF INDIA TO MEET SUCH REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO. SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112 DATED 13.03.2024.**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_ (name of Service) as are set out in the Request for Proposal SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112 DATED 13.03.2024.

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.

RFP for “Round the clock monitoring, troubleshooting, database and system administration of contact centre middleware application.”



Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official of the bank

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