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18. Service Level Agreement

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

The Bank expects that the successful Bidder /Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax/ any electronic messaging system etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
- The Vendor should have 24X7X365 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ NPCI/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- The Bidder should Guarantee 99.99% availability for the proposed solution

SLA FOR UPI SWITCH:

Vendor will have to guarantee a minimum uptime of 99.99%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.99%. The penalty will be calculated as per the details given below.

Uptime percentage - 100% minus (less) Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs. per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative.

Uptime Percentage	Penalty Details
100% => A >= 99.99 %	No Penalty
99.99% > A >= 99.90 %	10% of cost of Monthly billing
99.90% > A >= 99.75 %	20% of cost of Monthly billing
99.75 % > A >= 99.5%	30% of cost of Monthly billing
99.5% > A >= 99%	40% of cost of Monthly billing
99 % > A	Minimum 40% of cost of Monthly billing & 5% for every incremental increase in 0.1% downtime

*A is Actual Availability time during the reporting period

Penalty will be deducted from monthly Facility Management cost, AMC and ATS cost.

The payment terms are quarterly in arrears, however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not providing monthly break-up, Bank will divide the quarterly billing amount and the uptime percentage

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would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Navi Mumbai in favour of Bank for the same within 15 days from the notice period from the Bank or Bank may invoke the Performance Bank Guarantee to recover the penalty.

AVAILABILITY SERVICE LEVEL DEFAULT

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.99 %), as measured on a monthly basis.

For Technical Declines Penalty will be levied as tabulated below

Technical Transaction Success Percentage	Penalty Details
100% => A >= 99.95 %	No Penalty
99.95% > A >= 99.90 %	2% of cost of Monthly billing
99.90% > A >= 99.75 %	5% of cost of Monthly billing
99.75 % > A >=99.5%	10% of cost of Monthly billing
99.5% > A >=99%	20% of cost of Monthly billing
99 % >A	Minimum 20% of cost of Monthly billing & 5% for every incremental increase in 0.1% downtime with maximum cap of 40% of Monthly billing

*A is Actual Availability time during the reporting period

Penalty will be calculated on monthly Facility Management cost and AMC, ATS cost.

If Vendor fails to meet an uptime of 99 % for three (3) consecutive months, the Bank may have the right to terminate the contract.

Further, over and above, if any penalty levied by Government Authorities/RBI/NPCI etc. in respect of UPI Downtime / unavailability of UPI services/ Technical Declines (TD) attributable to the vendor, same will be recovered from the Vendor.

SLA FOR ONSITE SUPPORT FACILITY MANAGEMENT

Uptime percentage will be calculated as (100% less Person non-attendance Percentage)
Person non-attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs. per day per person for a week.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai/ Navi Mumbai in favour of Central Bank of India for the same within 15 days from the notice period from the Bank.

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AVAILABILITY SERVICE LEVEL DEFAULT FOR FACILITY MANAGEMENT

- Availability Service Level will be measured on a monthly basis.
- In case any resource is not available continuously for more than 4 hours a day (Undernormal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.
- The Bank will use below mentioned calculation for monthly payment outflow of any resource.
- $\text{Payment outflow (monthly)} = (\text{Number of days resource is present in a month} / \text{Total number of working days in a month}) \times \text{Monthly payment amount agreed for a resource between bidder and the Bank}$

SERVICE LEVELS DURING IMPLEMENTATION PHASE

The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

Penalty would be levied for delivery, installation, and implementation delays for UPI solution and shall be a maximum of 20% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank:

Liquidated damages for SLA Default

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the entire scope of the tender) by the bidder.

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

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation.

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In case of temporary substitute equipment installation, the temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days the device is down subject to a maximum of 10% of the equipment cost.

The amount of penalty will be recovered from the successful bidder from payments due to them. In case, no payments are due, the successful bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the successful bidder. However, if the UPI application is down due to the reasons

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attributable to the Bank, the successful bidder has to submit proof for the same for not levying the penalty.

SERVICE LEVELS FOR CHANGES - POST IMPLEMENTATION PHASE

The Bidder is expected to complete the new changes / functionalities / responsibilities that have been assigned as per the agreed Change order timelines, for new deliverables

For RRBs, Calculation of penalty will be 5 % per week delay beyond agreed timeline. Penalty would be levied for implementation delays for new requirement and shall be a maximum of 50% of the total cost of that change / solution finalized between the bank and vendor.

For Central Bank, calculation of penalty will be ₹2000/= per day delay beyond agreed timeline.

The Successful Bidder (vendor) understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Successful Bidder (vendor) therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

Tables of Incident Matrix

Incident to be reported within (if unresolved)	Escalation Hierarchy
15 min	Senior Manager-IT of the Bank
1 hour	Chief Manager –IT
2 hours	Assistant General Manager (IT) / Deputy General Manager (IT)
> 4 hours	General Manager (IT)