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No. MCAB/HO/IT/CALL CENTER/2024

Dated: 23rd December, 2024

The Meghalaya Cooperative Apex Bank Ltd., having its Head Office in Shillong, Meghalaya invites Request for Proposal under two bid system (Technical and Financial Bids) from reputed service providers/agencies for Call Centre Services as per the following details:

Sl. No.	Item	Description
1	Work	Request for Proposal for Call Centre Services
2	Pre-bid Meeting: date, time and venue	4.1.2025 at 11:30 a.m.
3	Last date for receiving pre-bid queries	3.1.2025 at 5:00 p.m.
4	Last Date and Time for Submission of bids	10.1.2025 at 2:30 p.m.
5	Date and time for opening of bids	10.1.2025 at 3:30 p.m.

Sd/-
Deputy Managing Director,
Head Office, Shillong.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by The Meghalaya Co-operative Apex Bank Ltd., or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. This document is not an offer by The Meghalaya Co-operative Apex Bank Ltd., but an invitation for bidders' responses. No contractual obligation on behalf of The Meghalaya Co-operative Apex Bank Ltd., whatsoever, shall arise from the offer process unless and until a formal order is issued by The Meghalaya Co-operative Apex Bank Ltd.

TENDER DOCUMENT

No. MCAB/HO/IT/CALL CENTER/2024

Dated: 23rd December, 2024

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1. INTRODUCTION:

With a view to further improve our services to our existing and prospective customers, The Meghalaya Co-operative Apex Bank Ltd., hereinafter also referred to as the "Bank/MCAB", proposes to provide certain services to its customers through a call centre. Such call centre will be purely on outsourced model to be set up at the vendor's premises. The vendor should set up all required infrastructure as required for operation of an outsourced model of Call Centre.

The Bank invites bids from prospective vendors for running the Call Centre operations of the Bank with state-of-art facilities. The purpose of this Request for Proposal (RFP) is to select a vendor for outsourcing establishment, management and operations of Call Centre services.

2. DEFINITIONS:

Boldface type is used to identify defined terms.

- a. **Bank/MCAB** means The Meghalaya Co-operative Apex Bank Ltd.
- b. **Days** are calendar days, months are calendar months.
- c. **RFP** means Request for Proposal (RFP).
- d. **The firms, agencies, etc.**, submitting the proposal in response to this Tender shall hereinafter be referred to as 'Bidder'.
- e. **Contract** means the Service Level Agreement signed by the Successful Bidder and the Bank at the conclusion of the bidding process, wherever required.
- f. **Contract Price/Value** means the price payable to the Successful Bidder under the Contract for the full and proper performance of all its contractual obligations.
- g. **Successful Bidder / Selected Bidder/Service Provider** means the Bidder who is found to comply with all the Terms and Conditions of the RFP.

3. IMPORTANT DATES:

Sl. No.	Item	Date and time
1	Pre-bid Meeting: date, time and venue	4.1.2025 at 11:30 a.m.
2	Last date for receiving pre-bid queries	3.1.2025 at 5:00 p.m.
3	Last Date and Time for Submission of bids	10.1.2025 at 2:30 p.m.
4	Date and time for opening of bids	10.1.2025 at 3:30 p.m.

In case the aforesaid mentioned date is declared a holiday, then the next working day at the same time will be the scheduled date and time for receiving / opening of bids.

4. ELIGIBILITY CRITERIA:

Sl. No.	Eligibility Criteria	Proof of Documents required /must be submitted/Enclose
E1	The bidder should be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / Limited Liability Partnership Act registered in India under Partnership Act 1932 / 2008 or Proprietorship firm registered in India or societies registered under cooperative	Self-attested copy the registration certificate and should be in the name of the Bidder only.

	society Act of any State in India or Central Act and should have been operating a call center for at least last five years as on the date of this RFP.	
E2	The Bidder should have a minimum average turnover of Rs.10 Crore per annum for the past three years, i.e., FY 2021-22, 2022-23 and 2023-24 from their Indian operations.	Bidders to submit audited copies of Balance sheet and Profit & Loss Account for the relevant years.
E3	The bidder should have positive net worth or net profit during last three financial years, i.e., 2021-22, 2022-23 and 2023-24. The bidder should have a minimum average net profit of Rs.3 crores per annum for the past three financial years	Bidders to submit audited copies of Balance sheet and Profit & loss Account for the relevant years along with Chartered Accountant's certificate certifying net worth for the last three financial years ended 31.3.2024 as per Annexure -IV.
E4	The Bidder should not have been blacklisted/terminated by any Govt./ Public Sector Organisation/Agency, etc., for unsatisfactory past performance, corrupt, fraudulent or any unethical business practices, at any point. If a Bidder chooses not to disclose any such issue, and the said issue comes to the Bank's notice at a later date, the Bank will be free to revoke any contract entered with the bidder at its discretion.	The bidder to submit an Undertaking on its letter head clearly stating that they have not been banned/ blacklisted/ terminated by any Bank, PSU/GOI Departments, etc.
E5	The Bidder should have been providing the services of call center at least for a period of five years and satisfy at least one of the following : 1. Worked as call center vendor for at least one Scheduled Bank in India [having more than 50 branches and total business (deposits + advances)] for whom the bidder should have set up and currently running a Call Centre for banking operations (inbound and outbound calls) of at least 25 Full Time Employees (FTEs) for a minimum period of one year or; 2. Worked as call center vendor for any Government Department / Agency / Entity in Meghalaya for the last one year and currently running a Call Centre (inbound and outbound calls) of at least 25 Full Time Employees (FTEs) for a minimum period of one year.	Copy of Purchase Order / Agreement with the Bank or Letter from the Bank/ agency, etc., along with performance certificate as per Annexure-III
E6	GST returns showing turnover of at least Rupees one crore during FY 2023-24.	GST returns
E7	The Bidder must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the proposed sites

E8	Where required, the Bidder shall have to furnish a valid Trading License from the Autonomous District Council concerned of Meghalaya while submitting their tender. In case of Scheduled Tribe Bidders who are exempted from the same, they will be required to submit a copy of their Scheduled Tribe Certificate.	Copy of valid Trading License from the Autonomous District Council concerned of Meghalaya In case of Scheduled Tribe Bidders who are exempted from the same, they will be required to submit a copy of their Scheduled Tribe Certificate.
E9	The bidder should have an office / support/ representative office in Shillong, Meghalaya.	Provide address proof
E10	The bidder shall adhere to all the statutory provisions as laid down under various Laws/Acts/Rules in force from time to time.	Copy of registration to be submitted by the bidder (Registration with the labour authorities, PF registration, ESIC registration)

NOTE: Documentary evidence in support of the above mentioned eligibility criteria are to be submitted with the bid failing which the offer shall be liable for rejection. The Bank reserves the right to seek additional documents in future from the Bidder in connection with this Tender.

5. TENDER FEES:

Interested Bidders shall require to deposit a non-refundable Tender Fes for Rs.1000/- (Rupees one thousand) only by way of transfer to the following account of the Bank.

- i. Beneficiary Name: The Meghalaya Co-operative Apex Bank Ltd.
- ii. Beneficiary A/c No.: 702002037849
- iii. IFS Code: MCAB0000002 (all zeroes)
- iv. Branch: Shillong Branch.

6. EARNEST MONEY DEPOSIT (EMD):

- a) Earnest Money deposit would be Rs.50,000/- (Rupees fifty thousand) by way of transfer to the following account of the Bank.
 - i. Beneficiary Name: The Meghalaya Co-operative Apex Bank Ltd.
 - ii. Beneficiary A/c No.: 702002037849
 - iii. IFS Code: MCAB0000002 (all zeroes)
 - iv. Branch: Shillong Branch.
- b) Non-submission of EMD will lead to outright rejection of the bid of the Bidder.
- c) The EMD of unsuccessful bidders will be returned to them on completion of the tender process. For this purpose, the bidder has to submit a copy of the first page of their Savings/Current Account Pass book or a cancelled cheque.
- d) The EMD of Successful Bidder will be returned on submission of Security Deposit as specified hereunder.
- e) The EMD will not bear any interest and EMD made by the Bidder will be forfeited if:
 - i. The Bidder withdraws its bid during the period of bid validity.
 - ii. If the Bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and / or misleading at any time and /or conceals or suppresses material information.

- iii. The Bidder violates any of the provisions of the terms and conditions of this tender document.
- iv. The Bidder fails to furnish Security Deposit in the form and manner to the satisfaction of the Bank.

7. TECHNICAL BID (COVER 1):

Technical bid in a separate envelope – Cover 1, should contain the following documents:

- a) Sealed and signed [Tender Form Annexure – I](#).
- b) All the documents mentioned in clause 4 above.
- c) A copy of the first page of the bidder's Savings/Current Account Passbook or a cancelled cheque.
- d) Earnest Money Deposit UTR acknowledgement details for payment of Earnest Money Deposit by way of transfer.

8. FINANCIAL BID (COVER 2):

Financial bid in a separate envelope – Cover 2, containing the price bid in prescribed rate schedule format – [Annexure-II](#) has to be submitted by the bidder. Rates are to be quoted only in the prescribed format.

9. PRE-BID MEETING & CLARIFICATIONS

a) Bidders' queries

- i. The Bank shall hold a pre-bid meeting with the prospective Bidders on 4.1.2025 at 11:30 a.m. at The Meghalaya Co-operative Apex Bank Ltd., M.G. Road, East Khasi Hills, Shillong-793001
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the Bank via email to headoffice@megcab.com on or before 3.1.2025 at 5:00 p.m.
- iii. The queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference (Section)	RFP Document Reference (s) (RFP Page number)	Content of RFP requiring clarification(s)	Point of clarifications
1				
2				
3				
4				
5				
6				

- iv. The Bank shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

b) Responses to Pre-bid queries and Issue of Corrigendum

- i. The Bank will endeavour to provide timely response to all queries. However, the Bank makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Bank undertake to answer all the queries that have been posed by the Bidders.

- ii. At any time prior to the last date for receipt of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the Bank's website.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Bank may, at its discretion, extend the last date for the receipt of Proposals.

10. SUBMISSION OF BIDS:

a) Bids can be submitted either through Offline or Online methods as indicated below:-

i. Offline

1. Sealed tender shall be submitted in two separate closed/sealed envelopes - one superscribed as **"Technical Bid - Cover 1"** and the other: **"Financial Bid- Cover 2"**. Both these envelopes shall be kept in a separate envelope superscribed **"RFP for selection of service providers/agencies for Call Centre Services, STRICTLY CONFIDENTIAL TO BE OPENED BY ADDRESSEE ONLY ON 10.1.2025 AT 2:30 P.M."** and be addressed to **"The Deputy Managing Director, The Meghalaya Cooperative Apex Bank Ltd, Head Office, M. G. Road, East Khasi Hills District, Shillong 793001, Meghalaya"**.
2. The complete bids in sealed envelope as mentioned above may either be sent by hand or courier or post (Ordinary/Registered/Speed Post) and should reach the office of **"The Deputy Managing Director, The Meghalaya Cooperative Apex Bank Ltd, Head Office, M. G. Road, East Khasi Hills District, Shillong 793001, Meghalaya"** on or before **10.1.2025 AT 2:30 P.M."**
3. Bids by hand are to be dropped in the box placed specially for this purpose at **"The Deputy Managing Director, The Meghalaya Cooperative Apex Bank Ltd, Head Office, M. G. Road, East Khasi Hills District, Shillong 793001, Meghalaya"**.
4. The Bank will not be responsible for any delays in postal or courier services. No bids will be accepted after the stipulated date and time. It is the responsibility of the Bidder to make sure that the required documents are submitted in time.

ii. Online

1. Through email to **headoffice@megcab.com** in digitally signed "pdf" format with password protection (in a Zip file or Rar file) with subject superscribed **"RFP for selection of service providers/agencies for Call Centre Services"** and should reach on or before **10.1.2025 AT 2:30 P.M.**
2. The password should be sent by email to the same email address as mentioned above on **10.1.2025 at 3:30 P.M.** subject superscribed **"PASSWORD FOR RFP for selection of service providers/agencies for Call Centre Services"**.
3. The Bank will not be liable in case the bids are not digitally signed / password protected / the password has been sent prior to or after the scheduled date and time.

- b) Bids sent through other means of communication other than through the modes specified in (a) above, (online/offline) shall be rejected.
- c) If the last date for submission happens to be a holiday, the last date for submission will be the next working day at the same time.

11. ELIGIBILITY EVALUATION

- a) The bidder needs to submit the Tender Form Annexure – I and comply with all the eligibility criteria mentioned above. Non-compliance with any of these criteria would result in outright rejection of the vendor's proposal.
- b) It is reiterated that the bidder is required to provide proof for each of the points for eligibility evaluation. Technical bid not accompanied by relevant proof documents from the clients may not be considered for evaluation. The Bank may at its discretion may also allow bidder to submit the shortcomings within a stipulated period.
- c) Further, the Bank may at its discretion require the bidder to submit further documents in support of the bidder satisfying these requirements.
- d) Any assumptions made by the bidders in response of this RFP will be at their own risk and costs. The bank will not be liable for any such assumptions / representations made by the vendor's. The Bank's assumptions and decision will be final.
- e) The Bank reserves the right to disqualify a bidder who / that does not submit sufficient proof of credentials as prescribed in eligibility criteria.
- f) The first stage of evaluation will be validation of the eligibility criteria. Only those vendors that meet the eligibility criteria will be considered for further Stages of evaluation.

12. CONTRACT PERIOD

The Period of contract is initially for three(3) years period which may be further extended for a further period of one to two years on the satisfactory performance of the Bidder at the sole discretion of the Bank. The period of three (3) years shall be reckoned from the date of execution of Service Level Agreement. The performance of the selected bidder shall be reviewed from time to time and the bank reserves the right to terminate the contract at its sole discretion by giving thirty (30) days notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

The Bank expects the vendor to complete the operationalization based on the following timeframe:

- 1. Starting of banks product / services information and enquiry services within thirty (30) days from the date of purchase order.
- 2. Request services within 45 days
- 3. Grievances & resolution services within 60 days (i.e full fledged Operationalization within 60 days from date of Purchase order)

13. SCOPE OF WORK:

The Bank is looking to select a service provider who can provide the call centre services on 24x7x365 days basis. The subsequent sections describe currently anticipated scope of services and not limited to. The bank is open to suggestions/additions/modifications to this scope based on vendors 'interaction at the pre-bid meeting.

- a) **Inbound Calls** - An indicative (not exhaustive) list of functions to be covered under inbound calls, is given below:

S.No.	Category	Description
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1.	General and account related queries on products and services of the Bank.	An indicative list of products on which general or account related queries are expected to be received, is: 1. Bank's Deposit products / schemes 2. Loan products / schemes 3. Debit Card related 4. Branch / ATM location 5. Rate of interest / Service Charge 6. Depository related information 7. RTGS/NEFT/IMPS 8. UPI 9. Internet banking 10. Mobile Banking 11. Locker 12. Third party products such as insurance, NPS, etc. 13. The types of account related queries expected to be received include balance outstanding, maturity amount of FD, maturity date of FD 14. Loan outstanding, payments due, interest debited, etc. 15. Enquiries can also be expected on last transactions information 16. Balance in accounts 17. Mini Statement/Transaction details 18. Funds reversal issues, issuance and reset of user ID and password (Mobile Banking/Internet Banking) etc. 19. Customers might also need handholding and guidance through the entire processes of internet and mobile banking 20. Status of cheque issued or deposited 21. Status of cheque book 22. Interest earned and paid 23. Standing instructions 24. TDS deducted 25. OD/CC- Limit / interest 26. Information on PPF, Collection of Govt. Taxes 27. All inquiries on CBS related issues 28. Inquiries related to new schemes, functionalities, offers etc., of the Bank 29. Any other new products.
2.	Service Requests	The types of service requests expected to be received includes cheque book issuance requests, account statements/pass books of customer's accounts, demand drafts/remittances, hot-listing of debit, etc. Queries on status of earlier service requests would also need to be handled.
3.	Grievances	1. Complaints may be expected on any of the bank's products 2. All complaints / feedback / suggestions from customers and non-customers would need to be recorded in the Customer Relationship Manager (CRM) 3. Queries on earlier complaints also need to be handled.

		4. Reporting of unauthorised transactions by customers: Call Center must provide customers a 24*7 access for reporting of unauthorised transactions that have taken place and/ or loss or theft of payment instrument such as card, internet banking and mobile banking etc. 5. The loss/ fraud reporting system should ensure that immediate response (including auto response) is given to the customers acknowledging the complaint along with registered complaint number. Such system must record the time and date of delivery/ reporting of the complaint. The details to be shared with the bank on daily basis as per predefined format. The details of such complaints to be maintained for three years.
4.	ATM complaints	1. All ATM related complaints including non-disbursal of cash would need to be recorded and handled appropriately by forwarding it to concerned department and recording them in the CRM 2. Card hot-listing and complaints related to wrongful transactions Call logging for down ATMs with concerned vendor
5.	ATM/Branch Locator	The Contact Centre should be able to provide the location of ATM/Branch from the data bank of ATMs and Branches.

b) **Outbound Calls** - An indicative (not exhaustive) list of the functions to be covered under outbound calls, is given below:-

S.NO.	Category	Description
1.	Marketing functions	The Bank conducts several sales campaigns for promotion of new / existing products from time to time. The Bank also runs marketing campaigns for enhancing product awareness among target audience. The Contact Centre will be required to assist the Bank in its endeavors by making outbound calls to customers and non-customers, to execute the following functions: • Cross-selling & up-selling of Bank's products to customers • Popularising sales promotional offers such as special interest rates, waiver of charges, free bees, etc. to customers • Popularising Bank's products to new customers During the above process, any leads arising out of dialogue with customers and non-customers would need to be recorded in the Bank's Centralized Lead Management System. The vendor is expected to be fluent with the bank's product information like interest rates, gold rates, loan Turn Around Times (TATs), collaterals etc. Also, they must be aware of salient product features as compared to other banks products

		so as to enable better selling.
2.	Soft Recovery	The Bank may consider to use the Contact Centre for recovery of its overdue loans, in which case, the Contact Centre will be required to execute the functions, given below: 1. Make soft reminder calls to customers on the overdue loans 2. Make follow-up calls to customers and coordinate with recovery agents (if any)
3.	Welcome calls	The Bank may consider using the Contact Centre for welcome calls to new customers.
4.	Callback to customers	There must be facility to callback to customers if they opt for the callback option in Mobile app or through Bank's website.
5.	Others	The Bank will also utilise the services of Contact Centre for the following ad hoc purposes: 1. Market survey on "Customer Satisfaction" on services provided by Bank. 2. Data verification to ensure the correctness of existing customer details 3. Call back to premium customers 4. Calling Bank's branches/offices to convey information about new initiatives 5. Feedback on newly opened accounts and closed accounts 6. Any other campaign as decided by the Bank. 7. Outbound calls for Personal Loans or any other loan products of the Bank

c) **IVR (Interactive Voice Response) functions** - The Contact Centre will be required to continue to support all functions that the Bank currently supports on its IVR i.e.

S.NO.	Category	Description
1.	IVR functions	- Balance enquiry - Mini-statement - Pin change - Stop cheque request - Positive Pay - Debit Card hot listing - Activation/Deactivation of International usage of Debit Card - Enquiry/Modify ATM/POS limit - IVR Customer satisfaction survey (customers will access Bank's products & Services by providing input on IVR) or any other purpose required by Bank. - Unblock/Reset Net Banking user after proper verification of customer

		11. Learn about other products: Details of products offered by the Bank will be available in IVR 12. Detailed Statement: Detailed statement will be provided to customer's registered mail ID. 13. Mini Statement: A Tolled / toll free Missed Call service may be introduced and popularised with an aim to reduce inbound calls. 14. Waiting time for call connecting to Call Centre Service to be informed to customer and also promotional / informatory messages may also be played during the waiting period. 15. Auto-detect account holder for registered mobile number in the IVR 16. Details entered by customer confirmed in IVR 17. Provide location of ATM/ branch in IVR 18. Provide green PIN of debit card through IVR and also request for setting up pin for a debit card. 19. Enquiry on cheque status 20. Approval/Closer/Pre-closer of Loans 21. Get details of Account Position (Credit limit, Utilized amount, Overdrawn amount), Drawing Power, Rate of interest, Pledge details, Interest Amount on Utilization of Limit. 22. Issuance of TDS/Form16 Certificate to customers, 23. Account statement of last one month including loan over registered email. 24. Services for Locker, NPS account, Social Security pension scheme, Micro accidental death insurance, Micro life insurance etc. 25. Voice intelligence services on IVR. Customers balance, account statement, card blocking etc. services will be provided by voice intelligence on IVR
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The successful bidder will be required to design the IVR tree structure in consultation and with the approval of the Bank. The Bank may suggest changes and customisation in IVR tree structure from time to time, which the Vendors will be required to execute within three (3) working days free of cost. The Vendors should be able to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time period for such messages/advertisements shall be decided by the Bank.

d) **Segmentation** - Calls from the segments mentioned below would need to be attended by more experienced, multi-skilled and suitably trained agents:

1. Premium (High Networth) Customers
2. Senior Citizen
3. Differently Abled
4. Calls received from Hotlines placed in branches
5. Any other segment which the Bank decides to add in future

The bank expects that more experienced and better rated agents to be attending calls related to these customers. The current Contact Centre has a separate dedicated toll-free line for premium customers.

e) **Customer Relationship Management (CRM)** - The vendor shall deploy their own Customer Relationship Management (CRM) software, which will be customised as per the Bank's requirement. The CRM should be able to support all functionalities given below:

1. Relevant screen pop-ups to the agents along with the details of previous calls during the last thirty (30) days, on the agents desktop on the basis of CLI, DNIS (Dialed number identification sequence) etc.
2. SMS, Email, Fax and Web based lodging of queries, web chats and resolution.
3. Announcement of call queue waiting time for all customers. Call queue waiting time is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.
4. Premium Customers Line: Option for premium customers to request for a call back by agents in case the waiting time exceeds twenty (20) seconds, such that in case a premium customer wishes to stop waiting and registers for the said option, an announcement will be played to customer that an agent will call him back shortly. Thereafter, an agent will make an outbound call to the customer. The maximum call back time will be as defined by the Bank from time to time Option to redirect a call to appropriate IVR option or agent without disconnection of the call in case a call meant for one segment, lands on to the agent of another segment or associate is not able to resolve the customer concern & call is escalated to Senior Vendor Staff.
5. All agents should capture/log details of each call in the CRM system which should be easily accessible by the Bank's officials. The vendors' CRM must be integrated with the bank's CRM.
6. The bank also has its own CRM which it uses for the Centralized Lead Management System and the Centralized Service Request and Complaint Management Systems. Both CRMs would need to be integrated in such a manner that leads being created at Contact Centers are fed into the bank's CRM. Since the bank's products & services are ever-changing from time to time, customization of CRM at any number of times shall be required to be performed by vendor as per banks requirement free of cost.
7. Facility to capture call disconnection by associate or customer should be available and proper reports of such call disconnection should be provided by vendor to bank.
8. Lead Generation Analysis Capability with respect to profitability for Bank for running CC operations.

14. SERVICE REQUIREMENTS

a) **Customer Access Strategy** -The Meghalaya Co-operative Apex Bank Ltd., intends on engaging a voice based call center to service their customers. This call center should be purely on outsourced model. The call center solution should be a single location customer contact solution which will handle in bound as well as out bound call services. The vendor must provide infrastructure that is vertically and horizontally scalable beyond the initial requirement of ten (10) agents and one seat for Bank's Official (if required by the Bank). The Bank may at its discretion on the basis of requirement may increase or decrease the number of required agents.

b) **Operating Window**

1. The call center will operate on a 24x7x365 basis.

2. The call center shifts should be eight (8) hour shifts.
- c) Language Requirements - The call center must initially support English, Khasi and Garo languages. Other local language support will be required in subsequent phases.
- d) Call Center Technology - The vendor is expected to deploy the latest technology in the proposed outsourced Call Center solution for The Meghalaya Co-operative Apex Bank Ltd.
 1. Interactive Voice Response (IVR) Menu System
 - i. Receive all inbound calls on the telephone number specified by the Bank and prompts the callers to make their selection(s)
 - ii. Identify customer through CLI and support intelligent call routing
 - iii. Include speech recognition engine in order to support and interpret multiple languages, especially English
 - iv. Provide an easy to configure system that enables the users to change the IVR tree with no hard coding
 - v. Support messages scheduling
 - vi. The IVR solution must be capable to capture usage details of each customer as the customer traverses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.
 - vii. The IVR must integrate with the rest of the proposed solution to provide seamless call center performance
 2. Automatic Call Distribution (ACD)
 - i. Handle high call volumes efficiently
 - ii. Support multiple groups for all call types
 - iii. Provide the capability of combining data with the Interactive Voice Response (IVR) menu system that can intelligently route calls requesting further assistance to a smart Automatic Call Distributor (ACD)
 - iv. Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets
 - v. Support skill-based routing
 - vi. Allow calls to be transferred within the call center
 - vii. Support the relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold
 3. Computer Telephone Integration (CTI)
 - i. Should be able to integrate with hybrid setup of a call center solution
 - ii. Ability to generate and service requests
 - iii. On transferring the call to another agent the screen too should be transferred to that agent's screen
 - iv. The CTI must be capable of activating the fast dialing feature of the ACD
 - v. Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.
 - vi. CTI should be integrated with core call center system and update the IVR
 4. Call Center Application - Call center application should have following features:
 - i. Support Ticket with all related data logging and tracking
 - ii. Enable Managers / Supervisors to monitor the overall performance of the Call Center agents and interact when needed.
 - iii. The application must integrate with the CTI and should be able to pull IVR usage details of the customer including all options selected by the customer

- and all details entered by customer from the time the customer reaches an agent.
- iv. Agent should be able to log and track each ticket. Information of the escalated tickets should be made available as and when required by the Bank.
5. Campaign Management
 - i. Should have the capability of management and execution of effective outbound calls involving marketing campaigns and calling back to customers.
 - ii. Should have the capability to monitor & report of outbound call activities
 6. Performance Monitoring - Provide the capability to define key Performance Indicators (KPIs) and measure performance against defined KPIs, both online and with scheduled/ad-hoc reports
- e) Agent Specification for call handling - The number of agents in a particular shift should be decided by the bidder based on the call volume and in consonance with the Service Level defined in the RFP.
 - f) Agent Qualities - All the agents should have the following qualities:
 1. The agent must have experience or sufficient training in handling and managing in bound and out bound calls.
 2. Ability to handle and track calls in a timely manner
 3. Excellent communication skills (verbal – Languages: English and Khasi or Garo Experience working within a high pressure and demanding environment.
 4. Agents should be at least graduates by qualification.
 5. Agents should be core/regular employees of the bidder.
 6. The bidder should execute NDA from each of its employee/agent and submit to Bank.
 7. Character and antecedent verification of the agent is the sole responsibility of the bidder
 - g) Agent Skill set - Agents should possess the skill mixture some of which are indicated below:-
 1. Strong Verbal communication skills Language (English and Khasi or Garo)
 2. Ability to work as a team
 3. Banking Knowledge
 4. Ability to sell banking products / services
 5. Ability to handle customer complaints.
 - h) Agent wise Job roles - The agent strength should be mixed in the following manner to handle the operations in an efficient way. However, any such agent is expected to handle both inbound and outbound calls:-
 1. General (Agents) – These agents would solve minor technical / inquiry based difficulties / queries of the customers.
 2. Experienced Bankers (Supervisors) – These agents would have a better understanding of banking and products MCAB Ltd has to offer. They should have analytical skill to understand the situation and explain to the customer ensuring satisfaction.
 - i) Quality Service required from the agents - Maintaining customer satisfaction is a critical factor and some of the Metrics that are required to measure Customer Satisfaction are as follows, for this purpose an MIS has to be provided by the vendor:
 1. Number of calls resolved by agents as First Point of Contact (FPOC) Resolution Rate (%)
 2. Average call response time (This is the average time taken by callers waiting in a queue to be attended by an agent). Also known as Average Speed of Answer (ASA)

3. Average call handling time,(This is the average amount of time during which agents work with callers, including actual talk time, hold time and after call work / wrap up time)
 4. Abandoned call rate (%) (This is the percentage of calls abandoned by a caller when a caller is in agent queue)
 5. Average delay before abandon (This the average time spent by callers in agent queue before abandoning calls)
 6. Repeat call rate (%) (This is the number of calls relating to a previous ticket/complaint number)
 7. Average After call work time / Wrap up time (This is the time taken by an agent to complete talks related to a call after the call has terminated. Ex. Data entry or placing outbound calls etc.)
 8. Average hold time (AHT) (This is the average amount of time a caller is connected with an agent and placed on hold while waiting to be transferred for an escalation or while an agent seeks assistance for the caller's issue)
 9. Average talk time (ATT) (This is the amount of time a caller is connected with an agent and not on hold)
 10. Number of complaints escalated to Level 2 and resolution time
 11. Number of complaints escalated to Level 3 and resolution time
 12. Error rates (re-work and overrides)
 13. Customer survey results (call satisfaction levels).
- j) Recording:-
1. 100% recording of calls (especially customer complaints with respect to reporting of unauthorized banking transactions through any channel) and approximately 20% of agent screen action recording (for critical inputs) is to be provided.
 2. The recording should contain detailed call information and the solution must provide advanced searching capabilities.
 3. Screen action must be stored for one (1) month and preserved and should be made available when required.
 4. Calls must be stored for thirty (30) days and preserved and should be made available when required. The media for archival (tapes) will be provided by the vendor.
 5. The media archives will be preserved for three years and will be made available to the Bank on demand.

15.LOCATION:

- a) This project will be executed from Vendor's premises where call center is being proposed preferably in Shillong, Meghalaya. The locations proposed must not change for the contract period and shown during the site visit as part of technical evaluation.
- b) The selected bidder needs to factor in the scale- up requirements of the operations while deciding the locations for the project. The locations offered will be approved by the Bank. The Bank reserves the right to suggest an alternate location during the selection process which the bidder has to agree to.
- c) Requirements for locations:
 - i. They should be capable of meeting Banks language requirements.
 - ii. They should provide uninterrupted / seamless Operations with Business Continuity Plan (BCP).
 - iii. Locations must be ISO 27001 certified.

- d) Scalability - The vendor must provide infrastructure that is vertically and horizontally scalable beyond the initial requirement of ten (10) agents and one seat for Bank's Official (if required by the Bank).
- e) Premises, Furniture, Amenities, Security, Infrastructure, etc.
 - i. The Bidders will be responsible for providing premises duly equipped with power, lighting, network connectivity, huddle boards, security systems, etc.
 - ii. The security systems must include presence of security personnel at the entry/exit points who will be required to frisk employees to ensure they do not carry storage devices and mobile phones.
 - iii. Fire Safety Standards to be strictly followed.
 - iv. Adequate provision must be made for seating of contact centre staff and one bank official with proper lighting, lockers for the staff to keep bags (The lockers/pedestals/drawers must not be available on the work area/production floor), mobiles etc. at an outside place.
 - v. Adequate training facilities should also be provided including availability of proper rooms with necessary training infrastructure like whiteboards with markers, projectors and systems wherein the trainees can practice on real time environment.
 - vi. There should also be a provision for CCTV cameras for the Bank's processes. The cameras must be sufficient to cover the complete premises, feed from which must be kept by the service provider for the last ninety (90) calendar days. The Bank should be given access to the CCTV footages for the last ninety (90) calendar days as and when required. Live view access of CCTV footage of the contact centre location must be provided to the Bank's staff. This needs to be a remote access wherein the bank's staff can access live CCTV feeds from any place.
 - vii. The area provided for the Bank, must be a dedicated operational delivery floor or area, i.e., secluded with restricted entry only for the employees associated with the Bank's process. (The first three months of operations is an exception for this, the time which may be taken to understand the scale of operations)
- f) Hardware, Software, Telecom facilities -The Bidders will be responsible for all the hardware and software facilities required for smooth operation of a call centre. This includes:
 - i. All Servers and Routers required for Contact Centre and their Capacity Upgradation as per need shall be provided by the Service Provider
 - ii. Complete hardware and software for staff (e.g. desktops, headphones, etc.)
 - iii. Call Back Manager with Dialer, Reports & Management Dashboards for Bank.
 - iv. Other basic infrastructure such as cabling, firewalls for security etc.
 - v. It will be the selected bidder's responsibility to arrange required infrastructure to take the Bank's provided PRI/SIP lines and MPLS connectivity. All such incidental cost (including but not limited to labour intensive work like digging of floor etc, cabling from the termination points has to be born solely by the selected bidder.
 - vi. For an issue identified in the Bank's provided infrastructure i.e. Toll free number/ chargeable number, PRIs, Lease line etc., it will be the selected bidder's responsibility to raise the ticket to the respective service provider for first level trouble shooting on behalf of the Bank.
- g) Disaster Recovery, Business Continuity Plan (DR & BCP) Requirements, Privacy & Security Requirements –

- i. The bidder should have proper standards & business continuity plan with required disaster recovery in place to achieve the stipulated uptime and achieve the required SLAs.
- ii. Bidder should comply with the latest industry standard for data security and privacy.
- iii. Annual information security audit for every location needs to be conducted by the selected bidder apart from external audit conducted once every two years for the Bank's process. The Bank must be informed on the schedule of the Audit as well as the outcome/findings of the audit.
- iv. The Bank may oversee the audit process and provide inputs on the same.
- v. The security audit of the solution including vulnerability assessment and penetration testing (VAPT) of the CRM, portal, application, solution, etc., used for the Call Centre service should be completed prior to before being live and a report of the same to be shared with the Bank.
- vi. Vendor should follow IT standards like ISO 27001 for IT security and compliance.
- vii. Proposed Call center solution should be designed in a way that guarantees that information is collected directly from the caller and should only be used for the specific purpose for which it was collected.
- viii. Privacy of customer information guidelines must be pushed to Call center agents to ensure that customers are told how their personal data will be used
- ix. System access to information proprietary to The Meghalaya Co-operative Apex Bank Ltd. must comply with the Bank's privacy and access to information policy.
- x. System must maintain log including date, time, terminal number of each operation, done by every user/group and the separate log should be maintained.
- xi. There should be a complete and comprehensive security from unauthorised access and misuse.
- xii. Access to the system for all the users should be available only through menu selection of the user interface.
- xiii. System should have provision to block/delete/relocate users
- xiv. Access to data should be based on parameters such as viewing, modifying, authority level to access etc., and should be linked to user access rights.
- xv. Support encryption of data during exchange internally and with external systems.
- xvi. System should support the following:
 - a. Forced password change
 - b. Dual user authentication
 - c. Display last login/logout
 - d. Failed login attempts
 - e. Inactivity time out
 - f. No concurrent login
 - g. Block/delete/relocate users
 - h. Password control as per the Bank's Standards (length, composition, history, expiry password etc.)
- xvii. System must comply with IT Security configurable requirements
 - a. Password criteria restrictions
 - b. Password not displayed when entered

- c. Password Length (Minimum and Maximum)
- d. Password change interval
- e. Password change warm time
- f. Password change history (password cannot be repeated)
- g. Login session timeout
- h. Disallows concurrent login sessions
- i. Allows password reset
- j. Allows user to change pass
- k. Account inactivity period before account lockout
- l. Allows password encryption during transmission
- xviii. Audit Trail
 - a. There should be a comprehensive audit trail detailing every user activity including system/security administrators with before and after image.
 - b. Audit trails presented by the system should be very detailed with all the related fields, such as User ID, time log, changes made before and after, Machines ID etc.
 - c. Facility to generate security report(s) and audit the whole process from logs reports at any future date.
 - d. System should have a special interface for auditors and the Bank's users where access to all data would be allowed without any modification or change permission.
 - e. The system should have complete audit trail of any changes to the system e.g. alert generated, system configuration etc.
 - f. The system should not allow audit log to be deleted and any attempts to delete must be logged forthwith
- xix. The system should have the following standard reports:
 - a. List of users, user privileges and status
 - b. User sign-off and sign-on
 - c. User violation – unsuccessful logon attempts
 - d. User additions, amendments and deletions with before and after image

16. SERVICE LEVEL AGREEMENT COMPLIANCE AND PENALTIES

- a) The service provider shall be required to enter into a Service Level Agreement with bank, based on terms and conditions mentioned in the tender document within fifteen (15) days of issuance of order.
- b) The successful bidder shall execute a Service Level Agreement (SLA), which contained all the services and terms and conditions of the services to be extended as detailed herein.
- c) The successful bidder shall execute the SLA & provide the same along with acceptance of Work Order.
- d) All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.
- e) Service Levels
 - i. System Availability - Availability is defined as the amount of time, if a customer had called, his call would have been attended to by an agent at the Contact Centre. It excludes any and every form of downtime which might prevent a caller's call from being answered.

Objective	To ensure that the period in which no customer could have been serviced is not more than 0.3% of the total period.		
Definition	This is measured as Total down time minutes / Total minutes in a month. For example, if there were two hours (120 minutes) in July when a customer's call could not have been answered, availability will be [100- {120/ (31days x 24 hours x 60 minutes)}x 100]=99.73%		
Data Capture	System availability should be captured by the IT systems at the Contact Centre. Period of non-availability should be clearly split by causes i.e. power failure, network downtime, telecom link failure, manpower failure, hardware downtime etc.		
Measurement Interval	Daily		
Reporting Period	Monthly		
Service Level			
S. No.	System availability value for month	Penalty	
1	>= 99.7%	Nil	
2	> 99% but < 99.7%	1% of monthly billed amount	
3	>= 98% but < 99%	2% of monthly billed amount	
4	>= 96% but < 98%	4% of monthly bill amount	
5	>= 90% but < 95%	7% of monthly billed amount	
6	< 90%	10% of monthly billed amount	

ii. Call Queue Waiting Time

Objective	To ensure that more than 90% of calls requesting to speak with an agent are attended to within 30 seconds	
Definition	This is measured as the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.	
Data Capture	This will be captured from the time the customer has keyed the relevant number in the IVR option menu, for speaking to an agent.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S. No.	Percentage of calls attended	Penalty
1	> 90% calls attended within 30 seconds	Nil
2	<90% calls attended within 30 seconds	5% of monthly billed value

iii. Call abandonment rate (on ACD)

Objective	To ensure that not more than 3% of calls requesting for an agent go unattended.	
Definition	This is measured as: Number of calls abandoned on ACD/Number of calls which reached ACD	
Data Capture	The number of calls requesting for agents and the number of calls which are answered by the agents, both, would need to be captured	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S.No.	Call abandonment rate (on ACD)	Penalty
1	<3%	Nil
2	Between 3%-5%	1% of monthly bill value
3	Between 5%-8%	3% of monthly bill value
4	>8%	5% of monthly bill value

****If vendor have received call volume > 110% of the forecasted volumes in a day and they have answered >=110% of the calls, such days will be considered a Blue day and will be excluded for penalty calculation for above Two parameters (5.10.b and 5.10.c). Number of Blue days will be limited to maximum 10 days in a month.**

iv. Call abandonment rate (on Inbound/Outbound IVR)

Objective	To ensure that not more than 2% of calls on IVR get abandoned without execution of a single function. This SLA will also help to ensure that menus/content on IVR are appropriately designed so that it does not take too long for the customers to be self-serviced through IVR	
Definition	This is measured as: Number of calls which were abandoned on IVR without execution of a single function/ Number of calls which reached IVR	
Data Capture	The number of calls that reached IVR and the number of calls which were abandoned on IVR without execution of a single function, both, would need to be captured.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S.No.	Calls abandonment rate (on IVR)	Penalty
1	<2%	Nil

2	Between 2%-5%	3% of monthly bill value
3	>5%	5% of monthly bill value

v. First Time Resolution (FTR)

Objective	To ensure that issues are resolved first time in the Contact Centre
Definition	This is measured as: Number of calls in which issue was resolved in the first call itself/Number of calls for which an SMS was sent to test for FTR
Reporting Period	Monthly
Service Level	
% of calls resolved first time	Penalty
>=95%	Nil
<95% to 90%	2% of monthly billed value
<90% to 85%	5% of monthly billed value
< 85%	10% of monthly billed value

vi. Percentage of calls that fail to connect to Contact Centre due to limited infrastructure provided by vendor

Objective	To measure the % of callers that fail to connect to Contact Centre.
Definition	This is measured as % of calls getting rejected directly connected to the Contact Centre due to limited infrastructure provided by the Vendors or fault in some element of the Contact Centre, averaged over the month.
Data Capture	The Vendors will carry out daily reconciliation after obtaining report from all connecting its service providers switches and the Contact Centre system. Reconciled figures for all days in a month will be added up to arrive at monthly call failure figure.
Measurement Interval	Daily
Reporting Period	Monthly
Service Level	
% of calls that failed to connect to Contact Centre	Penalty
< 1%	Nil
Between 1% to 3%	1% of monthly billed value
Between 3% to 5%	3% of monthly billed value
>5%	5% of monthly billed value

vii. Short Logins for outbound calls

Objective	To ensure the ordered number of agents are provided by Vendors for outbound calling on each day
Definition	This is measured by tracking the total number of agents

	which are present at the Contact Centre on each day
Measurement Interval	Daily
Reporting Period	Daily
Service Level	
% of total agents present on any day	Penalty
> 99%	Nil
Between 90% to 99%	2% of daily billed value
Between 80% to 90%	5% of daily billed value
Between 70% to 80%	20% of daily billed value
Between 50% to 70%	50% of daily billed value
<50%	100% of daily billed value

- f) Key Performance Indicators (KPI)- Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the Vendors are expected to maintain and ensure that its performance on these parameters is acceptable.

i. IVRS Efficiency (% of calls disposed of successfully at IVR)

Objective	To measure % of calls that are successfully disposed off by the IVR System. This is to track if appropriate capacity of IVR ports and quality of content is in place to achieve minimum successful disposal rate at IVR.
Definition	This is measured as: Number of calls satisfactorily disposed off at IVR / Total number of calls reaching IVR. The calls considered disposed off at the IVR are the calls that are ended at a defined level in the IVR menu and which don't request for talking to the operator.
Data Capture	The number of calls satisfactorily disposed off at IVR and the total number of calls reaching IVR, both, would need to be captured
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>33%

ii. Average time taken for a customer to be disposed off at IVR

Objective	It is a measure to ensure that the IVR menus/content is appropriately designed so that it does not take too long for the customers to be self-serviced through IVR
Definition	This is measured as the time it takes for the customers to be successfully serviced by IVR on calls where customer doesn't ask for an operator.
Data Capture	This is measured from the time the customer reaches IVR to the time the customer is successfully disposed off from IVR (only for those calls in which the customer chooses to be serviced from IVR itself by keying in the required menu option and does not request to speak with an agent)
Measurement Interval	Daily
Reporting	Monthly

Period	
Desired level	> 90% calls to be disposed off within 45 seconds

iii. Call handling efficiency of agents managing outbound calls:

Objective	To measure the efficiency of agents in making outbound calls.
Definition	This KPI measures the efficiency of operators in making outbound calls in terms of average: Number of calls made by an agent per day Talk time taken to complete calls
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>150 calls per agent

17. STATUTORY PROVISIONS:

- a) The Service Provider shall be responsible for compliance of all statutory provisions as laid down under various laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act and shall establish and maintain all proper records particularly but without limitation, accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation and the Service Provider shall indemnify and save the Bank harmless in the event of any claim from any statutory authority or any employee(s) or agent or employee(s) of subcontractors of the Service Provider.
- b) In case of any violation of such statutory provisions applicable by the vendor, there will be no liability on the Bank.

18. PAYMENT TERMS:

- a) Payment shall be made monthly to the Service Provider as per the rate approved by the Bank and on submission of the GST bill. The bill and supporting documents will be scrutinised for its correctness as per rates, terms and conditions of the contract.
- b) No advance amount will be paid to Service Provider.

19. PERFORMANCE BANK GUARANTEE:

- a) The successful bidder should submit a Performance Bank Guarantee @10% of the Contract Value.
- b) The Performance Bank Guarantee should be valid for a period of three(3) years and sixty (60) days from the date of receipt of rate contract award letter, which may be further extended upto a maximum period of another two years at a stretch or in parts, if required by Bank.
- c) The Performance Bank Guarantee should be issued by a Scheduled Commercial Bank/Public Sector Bank favoring the Meghalaya Co-operative Apex Bank Ltd., payable at Shillong in the format given in Annexure VI of the document.

- d) The Performance Bank Guarantee should be submitted within fifteen(15) days from the date of receipt of contract. The Bidder should ensure that the Performance Bank Guarantee is sent to the Deputy Managing Director, The Meghalaya Co-operative Apex Bank Ltd, Head Office, Shillong.
- e) The Bank will have the right to make good all liabilities arising out of the contract by invoking the Performance Bank Guarantee. The Performance Bank Guarantee shall form as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

20. LIQUIDATED DAMAGES:

- a) The Bank reserves its right to recover the damages which has to be compensated by the service provider through any mode such as by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the Bidder lying with the Bank.
- b) Damages for non-fulfillment of terms of contract will be calculated per day per van at double the rate paid by the Bank considering twenty four (24) working days in a month. Such recovery will be upto a maximum of 10% of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank; the Bank shall also seek further damages from the service provider for disruption in the service.
- c) Any such recovery or liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- d) Bank reserves the right to condone the delay, if it is not attributable to the Successful Bidder
- e) The Bank reserves the right to cancel/terminate the SLA at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages (LD) in terms of the contract, in the event of one or more of the following conditions:
 - i. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date stated in the purchase order.
 - ii. Serious discrepancies noted in the inspection.
 - iii. Breaches in the terms and conditions of the Order;

21. TERMINATION:

- a) **Termination for Default:** The Bank reserves the right to cancel the SLA in the event of occurrence of one or more of the following conditions:-
 - i. Failure of the Successful Bidder to accept the SLA.
 - ii. Delay in services attributable to the Successful Bidder from the schedule beyond one month despite Bank informing the Successful Bidder in writing and no improvement is observed.
 - iii. Serious problems in quality of services and despite the Bank informing the Successful Bidder in writing more than once and no improvement is observed.
 - iv. In addition to the cancellation of purchase order, the Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Successful Bidder.
 - v. The Bidder shall be notified, in writing, about any discrepancies/shortcomings notice/observed/detected by the Bank while using the solution. The Bidder shall

rectify the same within thirty (30) days, failing to do so, the contract shall be terminated by giving a notice period of thirty (30) days. During the notice period or till the time new Service Provider is finalised by the Bank, the current bidder shall continue all their functions/operations and shall complete all handing over processes and formalities for the new Service Provider. However, the Successful Bidder shall not have any right to terminate the Service Level Agreement entered into subsequent to this RFP.

- vi. If deductions of penalty exceeds more than 10% of the total contract price.
- b) **Termination for Insolvency:** The Bank may, at any time, terminate the contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- c) **Termination for Convenience:** Notwithstanding anything contained in this document, the Bank, may by written notice of not less than thirty (30) days sent to the Successful Bidder, terminate the contract, in whole or in part, at any time for its convenience.
- d) **Effect of termination:** If the Bank terminates or cancels the SLA on the default mentioned in the termination clause, in such case Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the service provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract. Immediately upon the date of expiration or termination of the SLA, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date. Without prejudice to the rights of the Parties, upon termination or expiry of the SLA, Bank shall pay to service provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;
- e) Upon the termination or expiry of this Agreement:
 - i. The rights granted to service provider shall immediately stand terminated.
 - ii. Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
 - iii. Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

22. LIMITATION OF LIABILITY

Bidder's aggregate liability shall be limited to a maximum of the contract value. For the purpose for this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by the Bank on the Successful Bidder that may give rise to claim under

this RFP. In the following circumstances, limitation of liability shall not apply and the Bidder shall be liable for the amount of cost, damages, compensation, penalty, etc., suffered by the Bank in case of:-

- a) Breach of the confidentiality terms.
- b) Liability for an infringement of a third party's Intellectual Property Rights by the Bidder.
- c) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals, etc.
- d) Any other breach caused due to the non-performance of the obligations of the Bidder under the Agreement.
- e) Liability of the Successful Bidder in case of gross negligence or wilful misconduct attributable to the Successful Bidder while providing services under this Agreement.
- f) Liability of the Successful Bidder in case of fraudulent acts or wilful misrepresentation attributable to the Successful Bidder regarding the services provided under this Agreement.
- g) Intellectual Property Infringement indemnity.
- h) Third party claims including, but not limited to, those for bodily injury (including death) and damage to real property and tangible property caused by the Successful Bidder's gross negligence.

23.FORCE MAJEURE:

The Successful Bidder or the Bank shall not be responsible for delays or non-performance of any or all obligations due to any Force Majeure cause which is beyond the control of the Successful Bidder or Bank, as the case may be and which substantially affects the performance of the obligations under this document including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;
- f) Riots and civil commissions;
- g) Lockdown imposed by Government;

Provided that the Successful Bidder shall notify the Bank in writing of such causes within ten (10) days from the occurrence of such a cause. Unless otherwise directed by the Bank in writing, the Successful Bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under this document as far as possible, and shall seek all means for performance of all the obligations, not prevented by the force majeure event. Further, the Bank also reserves the right to assign the work to other bidder or / and service providers without any consequences and claims.

24.ARBITRATION:

In the event of any question, dispute or difference arising between the Bank and the bidder relating to any matter arising out of or connected with this document, the same shall be referred to the sole arbitration who shall be appointed by agreement between the parties. Failing which each party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator

who will act as the presiding arbitrator. Arbitration shall be held in Shillong and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 and its amendments thereto.

Legal jurisdiction for any disputes, if arise, is subject to exclusive jurisdiction of competent courts in Shillong (Meghalaya) only.

25. BIDS EVALUATION

- a) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b) The bids will be evaluated in terms of both Technical and Financial parameters as per the table below, **maximum Technical bid score - 70 marks and Financial bid score-30 marks.**

Sl. No.	Parameter	Score criteria	Marks	Marks Obtained
1)	Average annual turnover of the bidder for the last 3 Years	₹ 20 Crore and above	10	
		Above ₹ 12 Crore & upto ₹ 20 Crores	7	
		Above ₹ 12 Crore & upto ₹ 15 Crore	5	
		Above ₹ 10 Crore & upto ₹ 12 Crore	3	
2)	Average Net Profit during the last 3 years EACH	₹ 5 Crore and above	10	
		Above ₹ 3 Crore & upto ₹ 5 Crore	5	
		Above ₹ 2 Crore & upto ₹ 3 Crore	3	
3)	Call Agents Strength	Above 30 agents	10	
		Above 20 to 30 agents	7	
		Above 12 to 20 agents	5	
		Above 10 upto 12 agents	3	
4)	Submitted Undertaking on its letter head clearly stating that they are not been banned/ blacklisted/ terminated by any Bank, PSU/GOI Departments, etc.	Yes	5	
		No	0	
5)	Submitted ISO Standards ISO 27001 certificate	Yes	5	
		No	0	
6)	Call center services to Bank having minimum 50 Branches	Above 7 banks	5	
		Above 5 banks & upto 7 banks	4	
		Above 3 banks & upto 5 banks	3	
		Above 1 bank & upto 3 banks	2	

7)	Call center Services to Government Department / Agency / Entity in Meghalaya	Above 7 entities	5	
		Above 5 entities & upto 7 entities	4	
		Above 3 entities & upto 5 entities	3	
		Above 1 entity & upto 3 entities	2	
8)	Years of experience of the bidder as Call Center	Above 8 years	5	
		Above 7 years & upto 8 years	4	
		Above 6 years & upto 7 years	3	
		Above 5 years & upto 6 years	2	
9)	Submitted registration with Department of Telecommunication (DoT)/ TRAI.	Yes	5	
		No	0	
10)	Bidder submitted a valid Trading License from the Autonomous District Council concerned of Meghalaya or Scheduled Tribe Certificate as the case may be	Yes	5	
		No	0	
11)	Bidder is having office / support/ representative office in Shillong, Meghalaya	Yes	5	
		No	0	
12)	Submitted relevant Statutory registrations	Yes	5	
		No	0	
Total Technical Bid Marks			70	

- c) The bidders should furnish self-attested documentary evidence in support of each of the statements made herein above and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.
- d) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If any part of the technical specification offered by the bidder is different from the specifications sought in this document, the bidder has to substantiate the same in detail the reason for submitting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- e) Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- f) The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- g) Minimum qualifying marks for technical bids shall be 60% of the highest marks

obtained by a bidder in technical bid evaluation. The bids of bidders securing less than the qualifying marks will not be considered for further evaluation. For example, if the highest bidder scores 70 marks in technical bid, then applicants scoring 42 marks and above will be considered for further evaluation.

- a) The Bidder satisfying the minimum qualifying marks with lowest total cost will be considered as "L1".

The Total Cost=

- b) Formula for financial bid will be as follows: L1 = 30 (Maximum Financial Bid Marks)

Total Cost quoted by L1 x 30

L2, L3, L4, L5 = -----

Total Cost quoted by L2/L3/L4/L5

Example L1 quoted total cost Rs.10,00,000/- L2 quoted total cost Rs.15,00,000/-
Marks obtained by L1 in financial bid = 30 marks

10,00,000 x 30

Marks obtained by L2 in financial bid = ----- = 20 marks

15,00,000

Similarly marks for L3/L4 and so on will be calculated.

- c) Formula for Total Score= Technical Bid Marks + Financial Bid Marks

26. GENERAL TERMS AND CONDITIONS:

- a) The Bank reserves the right to accept or reject any or all the tenders in part or in full, or cancel this entire tendering process without assigning any reason thereof.
- b) The Bank reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- c) Bidders should specially take note of all the addendum / corrigendum related to this tender which will be intimated to the bidder by the Bank. Any such addendum / corrigendum shall be deemed to be incorporated into this Tender Document.
- d) No commitment to accept lowest or any tender - The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice. The Bank reserves its right to reject any or all offers without assigning any reasons whatsoever
- e) The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder during this tendering process and all such information and material provided must be taken to form part of that Bidder's response
- f) No advance payment will be made in any case.
- g) Conditional tenders shall not be considered.
- h) The tender document shall be signed by person / persons on behalf of the bidder having necessary authorisation / Power of Attorney to do so.
- i) If the space in this form is insufficient for furnishing full details, such information may be continued on separate sheets of paper, stating therein the part of the form and serial number. Separate sheets shall be used for each part and a proper reference with page number must be indicated in the main form of application.
- j) In case of false and / or inadequate information tenders are liable for rejection.
- k) Bidder by responding to this tender shall be deemed to have accepted the terms

of this Tender Document.

27. CONFIDENTIALITY AND SECRECY

- a) All tangible and intangible information obtained, developed or disclosed by the Bidder including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this RFP or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information").
- b) The Service Provider shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this RFP and the Service Provider shall not disclose or part with the Confidential Information to unauthorized person(s). The Service Provider shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Service Provider shall ensure that their employees/agents/sub- contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.
- c) In the event of any breach or threatened breach of this clause by the Service Provider and/or its employees/agents/sub-contractors, the Service Provider shall be liable to pay damages as may be quantified by the Bank.
- d) In the event of any breach or threatened breach of this section by Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, threatened or actual.
The provision under this para shall survive even after the expiry or termination of this agreement.
- e) On the expiry or termination of this Agreement, Service Provider shall handover or cause to be handed over all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Service Provider to an authorized official of the Bank.
- f) The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank within seven days of issuing the order/letter of intent.

28. INDEMNITY:

- a) The selected Bidder shall fully indemnify and hold harmless the Bank against any penalty imposed by RBI or any other authorities for any reason connected with the services rendered by the selected Bidder, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account:
 - i. Of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this RFP by the selected Bidder/its employees/agents/subcontractors;
 - ii. Of any robbery, theft, extortion, misappropriation, accident when any assets or properties or documents or instruments are or deemed to be in the custody of the selected Bidder.
 - iii. The selected Bidder shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall

- be entitled to adjust the amounts so determined to be due from the selected Bidder against the future payments due by the Bank to the selected Bidder.
- iv. The selected Bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.
 - v. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third party claims on the Bank.
 - vi. The selected Bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

29. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the Bidder who has submitted the Bid will be eligible for participation in the evaluation process.

30. OWNERSHIP AND RETENTION OF DOCUMENTS

- a) All information processed, stored, or transmitted by successful Bidder application belongs to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

31. AUDIT

- a) The services provided by the Bidder shall be subject to the audit at the discretion of the Bank.
- b) The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.
- c) In line of above, the selected Bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.
- d) To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the

Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

- e) The tender documents shall be submitted strictly in conformity with the specifications. The eligibility will be ascertained first to identify the eligible Bidders for evaluation of technical Bids. Subsequently the technical Bids of eligible Bidders will be processed to find the eligible Bidders for opening and evaluation of commercial Bids. The Bids received and accepted will be evaluated by the Bank to ascertain the lowest Bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of order/letter of intent without assigning any reasons whatsoever.
- f) The Bank reserves the right to re-tender. The Bank shall not incur any liability to the affected Bidder(s) because of such rejection. The Bank shall not be obliged to inform the affected Bidder(s) of the ground for the Bank's rejection. The Bank is not responsible for non-receipt of Bids within the stipulated date and time due to any reason including postal delays or holidays.
- g) The Bank reserves the right to the following :
 - i. To modify the terms & conditions and specifications detailed in the RFP and also to obtain revised prices from the Bidders with regard to such changes.
 - ii. All the Software to be supplied should be original, latest version & licensed.
 - iii. Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.
 - iv. Bidder has to comply with the standard data security system and abide by the Information Security policy of the Bank.
 - v. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false/incorrect information the Bid will be rejected summarily by the bank.
 - vi. Bidder has to comply with all terms and conditions as mentioned in this RFP document. Bids not conforming to the requirements of the RFP may not be considered by the Bank. However, the Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of the Bank, the best interest of the Bank be served by such waiver.

32. LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

33. PERIOD OF VALIDITY OF TENDER:

The bids will remain valid for one hundred and eighty (180) days from the date of opening as prescribed by the Bank.

34. ERRORS AND OMISSIONS

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this Tender Document.

35.ANNEXURE-I TENDER FORM (COVER - 1)**Tender form**

To,

The Deputy Managing Director,
The Meghalaya Co-operative Apex Bank Ltd.,
M.G. Road, Shillong – 793001.

Subject: Tender Form**Ref: NIT No. MCAB/HO/IT/CALL CENTER/2024****Dated: 23rd December, 2024**

1.	Name of work	Selection of service providers/agencies for Call Centre Services
2.	A. Name of Bidder/Agency/Firm B. Type (Sole Proprietorship/ Partnership/Company/Others)	A. B. Copy the registration certificate Enclose Yes/No?
3.	Head Office Address: Location of the proposed Call Center services:	 Proof of office location address enclose
4.	Contact No. & email-Id	
6.	Experience with names of major works completed Worked as call center vendor for at least one Scheduled Bank in India [having more than 50 branches and total business (deposits + advances) greater than 1.00 lakh crores] for whom the bidder should have set up and currently running a Call Centre for banking operations (inbound and outbound calls) of at least 25 Full Time Employees (FTEs) for the last one year. Or Worked as call center vendor for any Government Department / Agency / Entity in Meghalaya for the last one year and currently running a Call Centre (inbound and outbound calls) of at least 25 Full Time Employees (FTEs) for the last one year.	Year of establishment: No of years of experience: List of major supplies with cost 1. 2. 3. 4. 5. Enclosure:- 1. Copy of Purchase Order/ Agreement with the Bank or Letter from the Bank/ agency, etc. Enclose Yes/No? 2. Enclose performance certificate as per Annexure-III Yes/No?
5.	Net worth and Turnover Certificate issued by the Chartered Accountant as per <u>Annexure-IV</u> .	3. Audited copies of Balance sheet and Profit & Loss Account for the Financial Year 2021-22, 2022-23 and 2023-24, Enclose Yes/No? 4. Chartered Accountant's certificate certifying net worth and turnover for the last three financial years 2021-22, 2022-23 and 2023-24 as per Annexure IV. Enclose Yes/No?
6.	Goods and Services Tax RegistrationNo.	GSTIN:

		Enclose copy of GSTIN registration Yes/No?
7.	PAN No.	PAN: Enclose copy of PAN Card Yes/No?
8.	Whether being blacklisted: The Bidder must submit an undertaking on its letter head clearly stating that they have not been banned/ blacklisted/ terminated by any Bank, PSU/GOI Departments, etc.. If a Bidder chooses not to disclose any such issue, and if it comes to the Bank's notice at a later date, the Bank will be free to revoke any contract.	Enclosed Yes/No?
9.	GST returns showing turnover of at least Rupees one crore during FY 2023-24.	Turnover FY 2023-24: Rs._____/ - Enclosed GST returns Yes/No?
10.	Registration with Department of Telecommunication (DoT)/ TRAI.	Registration No. Date of registration Valid upto:
11.	Valid Trading License from the Autonomous District Council concerned of Meghalaya while submitting their tender. In case of Scheduled Tribe Bidders who are exempted from the same, they are required to submit a copy of their Scheduled Tribe Certificate.	Enclosed valid certificate (Yes/No)?
12.	ISO Certificate	Enclosed copy of the certificate(s) (Yes/No)?
13.	Statutory registration certificates enclosed	Enclosed copy of the certificate(s) (Yes/No)?
14.	Declaration:	
	i. All the information furnished by me/us here above is correct to the best of my/our knowledge and belief. ii. I/We agree to comply with all the statutory provisions as laid down under various Laws/Acts/Rules in force. iii. I/We have no objection if enquiries are made about the work listed by me/us. iv. I/We agree that the decision of the Bank will be final and binding to me/us. v. I/we have read the terms and conditions, instructions and I/we understand that if any false information is detected at a later date the supply order shall be cancelled at the discretion of the bank. vi. I/We hereby agree to abide by and fulfill all the terms and conditions /provisions as mentioned in this tender document.	

Date:
Place:

Signature and Seal of Bidder

36.ANNEXURE II –FINANCIAL BID (COVER 2)

Ref: NIT No. No. MCAB/HO/IT/CALL CENTER/2024

Dated: 23rd December, 2024

S.No	Items	Unit Rate (excluding of taxes) (a)	Number of Agent (b)	Months (c)	Total Cost = a x b x c In (INR) (d)
1.	Rate per agent per eight hour shift per month		10	36	

Date:

Place:

Signature and Seal of Bidder

37.ANNEXURE III- PERFORMANCE CERTIFICATE (COVER-1)

TO WHOM SO EVER IT MAY CONCERN

(In letter of issuing organisation)

Ref: NIT No. No. MCAB/HO/IT/CALL CENTER/2024

Dated: 23rd December, 2024

This is to certify that M/s_____has providing call center services to our organisation as indicated below:-

Sl. No.	Location	Period	Total cost (Rs.)

A copy of the supply/purchase order issued by us for the above mentioned is also Enclosed herewith.

The certificate has been issued on the specific request of the party / company.

Date: _____

Place: _____

Signature of authorised SignatoryName of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

38.ANNEXURE IV- TURNOVER CERTIFICATE (COVER-1)

TO WHOM IT MAY CONCERN

(In the letter head of the Statutory Auditor/Chartered Accountant)

Ref: NIT No. No. MCAB/HO/IT/CALL CENTER/2024

Dated: 23rd December, 2024

This is to certify that M/s _____, with registered address as _____ and having GST Registration No. _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for Financial Years 2021-22, 2022-23 and 2023-24.

Financial year	Turnover (Rs. in lakhs) as on 31 st March	Net Profit/Loss (Rs. in lakhs) as on 31 st March	Net Worth (Rs. in lakhs) as on 31 st March	Enclose Audited Trading and Profit & Loss A/c and Balance Sheet (Yes/No)
2021-22				
2022-23				
2023-24				

Date: _____

Place: _____

Signature of CA/Statutory Auditor **Name of CA/Statutory Auditor: Designation:**

Email ID:

Mobile No:

Seal of Company:

39. ANNEXURE V- SERVICE LEVEL AGREEMENT

The Service Level Agreement shall be deemed to include all the terms and conditions of this document, including corrigendum / addendum if any in this regard.

40. ANNEXURE VI- NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____
BETWEEN

The Meghalaya Co-operative Apex Bank Ltd., a co-operative society registered under the Meghalaya State Cooperative Societies Act and licensed/ authorised to carry on banking business under the Banking Regulations Act, 1949 and having its registered office at Mahatma Gandhi Road, Shillong-793001, India, hereinafter referred to as '**The Bank**' or '**Buyer**' or '**Purchaser**' or '**MCAB**' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the ONE PART:

AND

_____, a _____ incorporated under the provisions of the Companies Act, 1956, having its registered office at _____ hereinafter referred to as "**Service Provider**", which expression shall mean to include its successors in title and permitted assigns of the OTHER PART:

And Whereas

1. Service Provider is carrying on business of providing call centre services and solutions, has agreed to provide their call centre services 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.
- 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 use 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 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) 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 Shillong 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 at Shillong 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 Shillong.
- 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, Bank's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback

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

Dated this _____ day of _____ 2024 at _____ (place)

For and on behalf of

Name
Designation
Place
Signature

For and on behalf of

Name
Designation
Place
Signature

Witness
Name
Designation
Place
Signature

Name
Designation
Place
Signature

41. ANNEXURE VII- PERFORMANCE BANK GUARANTEE FORMAT

(To be stamped in accordance with the stamp act)

THIS BANK GUARANTEE AGREEMENT executed at _____ this day of _____ 2024 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 The Meghalaya Co-operative Apex Bank Ltd., a co-operative society registered under the Meghalaya State Cooperative Societies Act and licensed/ authorised to carry on banking business under the Banking Regulations Act, 1949 and having its registered office at Mahatma Gandhi Road, Shillong-793001, India hereinafter referred to as "MCAB" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____ incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide call center services (hereinafter referred to as "Services") to MCAB in accordance with the Service Level Agreement (SLA) executed between both the parties dated _____.

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

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

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 SLA, MCAB 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 MCAB having agreed to entrust the Service Provider for rendering Services as mentioned in the SLA, 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 SLA and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the SLA, we _____ (the Guarantor) shall on demand(s), from time to time from MCAB, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and MCAB, pay MCAB forthwith the sums so demanded by MCAB not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from MCAB 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 and binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to the MCAB, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the MCAB and the Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the MCAB.

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

1. Any neglect or forbearance on the part of MCAB to Service Provider or any indulgence of any kind shown by MCAB 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.
2. 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 MCAB at its discretion.
3. 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.
4. This Guarantee shall not be affected by any change in the constitution of MCAB or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
5. This Guarantee shall be a continuing guarantee during its validity period.
6. 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.
7. This Guarantee shall be governed by Indian Laws and the Courts in Shillong, India alone shall have the jurisdiction to try and entertain any dispute arising out of this Guarantee.

b) Notwithstanding anything contained herein above:

- i. Our liability under **this Bank Guarantee shall not** exceed Rs. _____ /- (Rupees _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this

c) Bank Guarantee only and only if MCAB serve upon us a written claim or demand on or before expiry date for payment.

Yours faithfully,

For and on behalf of bank.

Authorised official
