

SOFTWARE/SERVICE LEVEL AGREEMENT

(ANNEXURE K

OF RFP NO.: SBI/GITC/Operation and Payment System/2019/2020/590 DATED
18.04.2019)

OPS-PS Department
State Bank Global IT Centre, Navi Mumbai

Commencement Date:

Date of Expiry:

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This agreement ("Agreement") is made at Mumbai (Place) on this -----day of _____ 2019.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Ops-PS Department, GITC Belapur,¹ hereinafter referred to as "**the Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the First Part:

AND

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

WHEREAS

A. "The Bank" is carrying on business in banking in India and overseas and is desirous to avail services for Prepaid Card application with transit solution and offline balance management module..³, and its operational and technical support,

and

B. Service Provider in the business of providing Prepaid and transit solution and support services..⁴, and has agreed to supply Software and/or providing the Services as mentioned in Request for Proposal (RFP) No. dated Issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are

¹Name & Complete Address of the Dept.

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

³Purpose of the Agreement

⁴Brief mentioning of service providers experience in providing the services required by the Bank.

hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

- A. 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- B. "Code" shall mean computer-programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code, which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- C. "Confidential Information" shall have the meaning set forth in Clause 15.
- D. "Deficiencies" shall mean non-satisfactory outcome of the Services, which has resulted in deviation from the desired outcome and has thereby caused loss to a Party of this Agreement.
- E. "Documentation" will describe in detail and in a completely self-contained manner how the user may access and use the Software/ maintenance services,⁵ such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software and services, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, SOPs operation manuals, design and flow document, process document, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents,

⁵ Name of Software

debugging/diagnostics documents, test procedures, transaction validation document, Application Keys Management, data dictionary, Interface and keys management, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- F. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- G. "Open Source or Copyleft license" shall mean a license of a computer program in which the source code is available to the public for use and/or modification from its original design.
- H. "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.
- I. "Project Documents" shall mean all the plans, Work breakdown structure, drawings and specifications used while bidding and all other documents necessary to complete all work.
- J. "Request for Proposal (RFP)" shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.
- K. "Revision control procedure" shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- L. "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- M. 'Services' shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. 'Services' shall also include the implementation services, training services, OTS(Onsite technical support)/OFMS(Onsite facility Management service) support and Application

maintenance Services and other obligation of the Service Provider to be provided under this Agreement.

- N. "Software" shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.
- O. "Test Bug Reports" shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

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

1.3.2 This Agreement shall be in force for a period of **5(five)** year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of **3(three)** years on the mutually agreed terms & conditions.

1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.

3. FEES /COMPENSATION

3.1 Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder or as per the defined delivery_milestones agreed between the Bank and the successful bidder; the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

3.1.2

3.1.3

3.2 All duties and taxes (excluding⁶ _____ or any other tax imposed by the Government in lieu of same) , if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

⁶ Please determine the applicability of the taxes.

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

3.4 Payments

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

3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

3.5 Performance Guarantee and Penalties

3.5.1 The Service Provider has to furnish a performance guarantee for an amount equivalent to 15% of the contract value from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.

3.5.2 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

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

3.5.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule⁷ specified in this Agreement.

⁷ Please ensure that the time scheduled is suitably incorporated in the Agreement.

- 3.5.5 The Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'E' in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 Subject to Clause 17 of this Agreement, any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider like issues related to infrastructure, network etc. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

4. LIABILITIES/OBLIGATION

- 4.1 The Bank's Duties /Responsibility(if any)
- (i) Processing and Authorising invoices
 - (ii) Approval of Information
 - (iii) Monitoring of SLA
 - (iv) Sign Off of the deliveries as per the schedule of the project
 - (v) Raising service and application failure issues with service provider
 - (vi) Recovery of Penalties in case of breach on timelines for issue rectification.
- 4.2 Access management and arrangement for the Service Provider resource inside SBI Service Provider Duties
- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
 - (c) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of

Services by Service Provider as envisaged under this Agreement.

(d) Rectification of service/application failure issues raised by the Bank within agreed timelines

(ii) Security Responsibility

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

(b) To adhere to the non-disclosure terms documented in this Agreement.

(c) Updation of application and security patches and audit, VAPT, PT observations.

(c) Abide with Bank's IT and IS policies

5. REPRESENTATIONS & WARRANTIES

5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of 3(three) years from the date of acceptance.

5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect.-

5.3 Service Provider warrants that at the time of delivery and during service & maintenance period, the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the warranty and maintenance period.

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

5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 5.7 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.
- 5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry, with professional standards recognized by international professional bodies, and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.9 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 5.11 The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 5.12 The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 5.13 During the Warranty and maintenance Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be

accomplished without any adverse impact on the Bank's operations within agreed time frame.

6. GENERAL INDEMNITY

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any deficiency in Services or breach on any obligations mentioned in clause 5⁸ hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.
- 6.2 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.
- 6.3 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of Software.

7. CONTINGENCY PLANS.

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

8. TRANSITION REQUIREMENT

⁸Please See Clause 5 'Representation and Warranties'

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs.15 lacs on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure H.

9. LIQUIDATED DAMAGES

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 10% of total Project cost for delay of each week or part thereof maximum up to 10% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

10. RELATIONSHIP BETWEEN THE PARTIES

10.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

11. SUB CONTRACTING

11.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

11.2 In case of subcontracting permitted, Service Provider is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.

11.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.

11.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

11.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

11.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copyleft license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.
- 12.4 Service Provider shall expeditiously extinguished any such claim and shall have full right to defend it there from such breaches. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; and; (b) will at no time admit to any liability for or express any intent to settle the claim.
- 12.5 Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.
- 12.6 Software licensed/developed as part of this Agreement can be put to use in all offices of the Bank.

13 INSTALLATION

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

14 INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

14.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information/ reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

15 SECURITY AND CONFIDENTIALITY

15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without

any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.

15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the

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

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

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

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

15.9 Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.

15.10 Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

15.11 The security aspect of the solution/Software will be comprehensively reviewed periodically by the Bank, and Service Providers shall carry out modifications / updates based on the security review recommendations on case to case basis.

- 15.12 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 15.13 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 15.14 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.

16 OWNERSHIP

- 16.1 Service provider will maintain the source code for every version of the Software supplied or customized/developed specifically for the Bank with Escrow Agency, without any cost to the Bank, and will come in control of the Bank in case of Bankruptcy of the Service Provider.
- 16.2 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights for the customized application. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 16.3 Service provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The source code will be delivered to Escrow Agency.
- 16.4 Service provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as version control for Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.
- 16.5 For each application developed by Service provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user manuals,

installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

16.6 Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.

16.7 All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service provider) and used for customized Software developments shall be the exclusive property of the Bank.

16.8 All information and data processed by Service provider during Software development/ customization, implementation & maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

17 SOURCE CODE ESCROW AGREEMENT⁹

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

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

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

- (i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or
- (iii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or
- (iv) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business

⁹ This agreement is to be made wherein ownership over the Software is not provided. The user department has to delete inapplicable para.

or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

- (v) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or
- (vi) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or
- (vii) Any other release condition as specified in source code escrow agreement.

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

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

18 TERMINATION CLAUSE

18.1 The Bank, without prejudice to any other remedy for breach of Agreement, shall have the right to terminate the Agreement in whole or part, at any time, by giving a written notice of at least 3 months to Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than one month is given Service Provider to rectify the defects.

18.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.

18.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part

termination, shall continue the performance of the Agreement to the extent not terminated.

18.4 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

18.5 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

18.6 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

18.7 In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

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

19 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

19.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the

termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

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

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

19.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

19.5 Arbitration proceeding shall be held at Mumbai (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

19.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

19.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

20 POWERS TO VARY OR OMIT WORK

20.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to

make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

21 NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service Provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service Provider, against the Bank.

22 LIMITATION OF LIABILITY

- 22.1 For breach of any obligation mentioned in this Agreement, subject to clause 21.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Project Cost.
- 22.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- 22.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 12¹⁰,
 - (ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider,
 - (iii) damage(s) occasioned by Service Provider for breach of Clause 15¹¹,
 - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

23 FORCE MAJEURE

- 23.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 23.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 23.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

¹⁰ Please see Clause 12 'IPR Indemnification'

¹¹Please see Clause 15 'Security and Confidentiality'

23.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

24 NOTICES

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

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

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

(a) In the case of the Bank

Deputy General Manager
Ops-PS Department
State Bank Global IT Center
CBD Belapur, Sector -11
Navi Mumbai

(b) In case of service provider

.....
.....
.....

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

25 GENERAL TERMS & CONDITIONS

25.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement

- 25.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 25.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.
- 25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 25.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 25.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.
- 25.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
 - (ii) Annexure of Agreement;
 - (iii) Purchase Order No. _____ dated _____; and
 - (iv) RFP
- 25.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 25.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
- 25.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.

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

State Bank of India

By:

Name:

Designation:

Date:

WITNESS:

1.

2.

Service Provider

By:

Name:

Designation:

Date:

1.

2.

STATE BANK OF INDIA

ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

1. Description of Deliverables:

- a) End to end implementation of Prepaid card application with Open loop transit solution.
- b) Offline balance management for Debit cards.
- c) Integration of Prepaid Card application with Automatic Fare Collection Mobile application/Customer portal/ Internet Banking application/Transit owner application/Acquirer.
- d) OTS & OFMS Support and Application Maintenance of the Application during the contract (warranty and maintenance) period.
- e) Change Management and customization of the solution in future as per Bank's requirement.
- f) End to end automated Reconciliation of online (Retail POS, ATM & Ecommerce) as well as offline Management module transactions and provisioning of necessary input/files in desired formats for reconciliation of Bank's GL accounts.
- g) End to end Complaints Management module.
- h) Simulator to simulate various types of transactions and Bank's & Third Party interface like Online(POS, eCommerce etc.) and offline(contactless transactions) to support SIT and load testing of the application.
- i) Other deliverables as detailed and mentioned in scope of work and other relevant paras of RFP.

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

Support Services for Prepaid card application with Open loop transit solution for Primary, DR, Pre-Prod and UAT for five years.

The resource requirement is mentioned as below:

		[Amount in Rs.]							
Sr.No.	Resource Requirement per month								
1	Support Services		A	B	C	D	E	F	G
2			Leader		Senior		Junior		Total
3		Shift	No	Amount	No	Amount	No	Amount	Amount
4	Project Leader	General	1						
5	Project Leader Sub-total		1						
6	Onsite	I							

7	Facility Management Services*	II						
8		III						
9	OFMS - Sub-total							
10	Grand total (Sr.No.5+9)							

* Support Window: 24 x 7 x 365 days.

- Please specify separately the no. of resources in respect of Onsite Facility management Services from the above table who shall be working for 24*7*365 days i.e. in Shift I, II and III.
- No. of resources should be in position to handle the support required as per the scope and services required as per RFP and SLA. With a view to have justification of no. of resources required, please submit the detailed role sheet of each of resource.

Profile of the resources:

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

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

[A] Onsite Project Manager

Grade	Qualification	Experience
Project Leader*	BE/BTech/MCA/MSc in Computer Science + PMP or ITIL Certified expert level	Five years

[B] Onsite Facility Management Services :

Grade	Qualification	Experience
Senior	BE/BTech/MCA/MSc/Graduate in Computer Science	Five years IT experience
Junior	BE/BTech/MCA/MSc/Graduate in Computer Science	Two year IT experience

Shift Timing and its terms :

Period	Timings
Shift I	7.00 AM to 3.00 PM
Shift II	3.00 PM to 11.00 PM
Shift III	11.00 PM to 7.00 AM
General Shift	10.00 AM to 6.00 PM

- Shift timings above are subject to change as per Bank’s requirement.
- Service Provider to arrange for the resources on Sunday if required by the Bank.
- Please note that resources should be available at the desk except permissible half an hour recess per shift. Further, recess should be staggered, so that continuous support is ensured.
- The Bank reserves the right to change the number of resources as per the requirements of the Bank from time to time with a notice of 60 days.
- The resource required by the Bank at the Bank’s support site 24 x 7 x 365 days means continuous and without any disruption.

Sr No	Scenario	Payment will be considered
B	Onsite Project Manager	1 man month per resource. Sunday is considered as weekly off.
	Rate for additional resource called on Sunday by the Bank for one shift	Per day rate = Man month rate ----- [No. of days in month less No. of Sunday in the month] Eg. Man month rate is X amount and resource required for support for two Sundays in the month for one shift in October, 2016 X Amount ----- * 2 = Two days Amount [31-5]

a. Project Manager:

- Overall Administration of application deployment, support, development and customization services and License Management.
- Management of resources (OFMS-Onsite Facility Management Service), and deliveries to the Bank in highly professional manner and as per RFP.
- Management and status reporting for Development or customization activities carried out Onsite and Offsite.
- SLA Monitoring and Reporting as defined in this document.

b. On-site Facility Management Services [OFMS]:

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

- Attending the telephonic calls, service desk requests, ITSM incidents, emails and resolution of the issues escalated by branches/circles/Business/customers/contact center and other Bank offices related to Proposed solution.
- Handling of end to end reconciliation for offline as well as online transactions, related reporting, posting in GL accounts in the Bank's specified formats.
- Manage, monitor and troubleshoot scheduled Maintenance and reporting Jobs.
- Documentation & maintenance of Records of as agreed in this contract.
- Maintenance of up-to-date documentation on SOP for day-to-day activities.
- Escalations / Reporting.
- Exception reports: automated reports as communicated by Bank time to time to service provider to identify all jobs/scripts/applications that did not successfully complete or otherwise malfunctioned. A proper documentation of all these should be maintained along with this a biannual compilation is also required to be released. Examples are as follows:
 - Job rerun reports.
 - Operator problem reports.
 - Output distribution reports: Tracking lost delayed or misrouted reports.
- The OFM services will include Minor development/configuration level changes (Minor development includes creation of PL/SQL jobs, workflows, scripts, new reports creation, addition of new fields in custom table related to product), Technical Administration, Configuration, Customization, Maintenance, Performance Tuning, Monitoring, Troubleshooting and fixing application issues including coordination for fixing Hardware/network and other application interfaces level issues.
- The Bank's reserves rights to replicate Proposed Solution database to Bank's oracle database & other Bank's system and use the data for Querying, reporting or analytics purpose. The OFMS team shall support such replication and its maintenance and monitoring activities.
- Backup & Recovery Operations as per Banks policy [including backup of all the components (App, Web, etc.)]
 - Management and Administration of Proposed solution backup.
 - Scheduled and ad hoc backups.
 - Monitoring of backups and restart of failed backups.
 - Maintain proper backup schedule.
 - Conduct restoration drills at regular intervals.
 - Restoration of earlier backup's up to maximum twice a month for different kind of environments (Pre-Prod/UAT/Prod/DR).
 - Maintain and submit periodic and ad hoc Backup reports.
 - Taking daily, weekly, monthly and other frequency advised by the Bank
 - Application Backup and Restorations in compliance with Banks policies.
 - Support in rectifying Back-up related problems encountered, if any
 - Recovery testing and verification of backups as per Bank's Policy on UAT/Pre-Prod Environment.
 - Maintenance of Application synchronization between primary, Pre Prod, UAT and DR set up.
 - Support planned/unplanned DR activities.
 - Co-ordination with Bank's internal teams, other partners for DR activity.

- Send communication to all stake holders either through mail or phone for DR activity/planned downtime.
- Extend support for activities (like power/ network maintenance) impacting availability of Proposed solution.
- Management and Administration of Help Desk/Service Desk.
 - Logging incident reported by the Bank, users and stakeholders as per the process/setup devised by the Bank.
 - Provide email/Service desk/tele-support to the Users, Branches, other Bank offices, customers and stakeholders.
 - Incident troubleshooting and closure.
 - Handling of issues escalated by the Users and Stakeholders through services desk, SMS, emails, ITSM and through other means as devised by the Bank.
 - User creation/modification/deletion as per the process devised by the Bank.
- Report Generation Activities:
 - Provisioning of various Daily, Weekly, Monthly and ad-hoc reports as per the requirement by the Business team, Circles and reporting authorities. Manual Extraction and dispatch of reports to intended party in case party is facing problem or application issue.
 - The Bank's reserves rights to replicate Proposed Solution database to Bank's oracle database & other Bank's system and use the data for Querying, reporting or analytics purpose. The OFMS team for support, monitor such replication activities.
- Housekeeping and daily maintenance.

Following are broad guidelines and are illustrative but not exhaustive :

- a. Solution/Software Management:
 - Service Provider should implement patches / upgrades / updates for Proposed Software as and when release by the OEM or as per requirements of the Bank without any additional cost to the Bank.
 - Patch management, Change management & version control needs to implemented for all Proposed Software components and maintain necessary documentation.
 - Service Provider should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
 - Solution shall be fully parameterized and any change in future which would have been handled using parameters/configuration change shall be done without any cost to the Bank. Further, any minor / medium change(Minor development includes creation , workflows, scripts, new dashboard creation, new reports creation (non-complex), addition of new fields in custom table related to product should be handled by the on-site resource deployed. However, for any major change (discretion rests with the Bank to decide between medium and major change), Bank will request the Service Provider to submit the detailed effort estimates (mandays) which shall be negotiated and agreed mutually.

- Proposed application should be configured as per the Banks security policy. Vendor should ensure against any deviations from the Bank's security policy during the currency of the contract.
- Vendor has to follow standard coding/development/ scripting/customization and best practices/processes with proper documentation for automation/integration of any of the services in scope. All such developments should meet the functional, security, performance & regulatory requirements of the bank.
- Segregation of duties in the support and administration of the software Infrastructure is required to be implemented.
- Capacity management and planning: Support for proper/right sizing of future Infra based on historical analysis. Periodically or need felt assessment can be done for sharing the recommendation. Hardware performance monitoring is Bank's own responsibility [Infra Team].
- Coordination for installation in current / future upgrades of Proposed Software.
- Source code customization and configuration of the all modules of the solution proposed to be handled through Bank change management process.
- System Integration Testing to be covered at Service provider centre through simulated interfaces which will be followed by testing in Bank's UAT environment.
- User acceptance testing on bank Preprod setup using base line test cases provided by service provider.
- Integration with banks other systems/channels/any outside interface- API/Server to server/ISO/MQ Basis integration for systems like helpdesk etc and license for backend component(for data gathering) will be procured by bank on request.
- Application maintenance activities (Necessary Application Administrators/Analysts should be available.)
- Troubleshooting of the issues related to all modules and interfaces of the solution proposed.
- Proposed software Logs Review, analysis and reporting on need basis and in case of issues.
- Preventive maintenance for Proposed Software by any foreseen issue and fixing the same to avoid its occurrence.
- Resolution of various VA/PT, Audit (IS Audit, Comprehensive Audit etc) Issues as and when raised by bank as per following timelines:
 - PT Observations: up to 10 days;
 - Critical Category Observations: 7 days,
 - High Category Observations: 15 days,
 - Medium Category Observations: 22 days,
 - Low Category Observations: 30 days.
- Detection, control, resolution & documentation of abnormal application conditions (Proposed application software errors etc.) should be built in to the system designed & developed by Service Provider for the entire infrastructure & implementation. A formal report is to be generated at an agreed frequency. Example parameters to be included in the report are:
 - Error date.
 - Resolution description.
 - Error description.
 - Escalation date & time.
 - Source of error.
 - Escalation date & time.
 - Initials of individual maintaining the log.
 - Initials of the individual closing the log.
 - Narrative of error resolution.

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

Application Monitoring:

- There should be a continuous monitoring of the Application activities & parameters including but not limited to the following:
 - Services Monitoring (APP/DB/Web Service etc.)
 - Application Performance Monitoring.
 - Transactions monitoring
 - PIN printing monitoring.
 - Emboss generation and sharing monitoring
 - PAN generation monitoring.
 - Scheduled Jobs/reports Monitoring.
 - Automated Custom notifications(email, SMS and other) and Escalations.
 - Reporting on application status
 - Turnaround time : Time taken to fix a application problem
- A daily/weekly/Monthly report is to be produced, reviewed & properly documented exceptions to be reported immediately through email/SMS to the officials/vendors advised by the Bank.
- Monitoring and issue reporting of Proposed Applications implemented in Bank with respect to functionalities, features, performance.
- DR and application switchover to alternate site Management (excluding OS, DB log shipping, and Hardware).
- Management and maintenance of all application and middleware environment excluding OS and Hardware.
- Ensuring Application consistency between DC, Failover, Pre prod and DR setups in co-ordination with respective teams.
- Managing Operation from alternate site in case of associated incident/drills.
- Service Provider has to ensure that the DC and DR are in sync from application perspective as per policy decided by Bank. Both sites should be available in active-active mode and made live in the event of a disaster at either site and the operation has to be handled from other available location.
- Bank shall ensure that necessary access and infrastructure to conduct the operations is made available .
- Bidder is also required to coordinate in the DR drills for the applications interfaced with Proposed application as and when required by the bank.
- Maintenance of up-to-date documentation, Production and DR setup, DR drill activity Escalation matrix.

b. Problem Management and Incident Management:

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

c. Support Activities:

Following are the broad support activities but not limited to:

- Follow up/coordinate other stakeholders and with Banks IT Team for resolution of the incidents and service requests escalated through email, service desk, itsm, phone etc.
- Provide resolution for the technical issues reported on the Application
- Follow-up and Co-ordinate with application users and different partners integrated with Proposed solution for the resolution of issues logged.
- Keep and maintain track of patches, releases and updates Application and other related software components.
- Housekeeping of application software files
- Audit findings and observations closures within Bank's stipulated time.
- Fine tuning systems for optimal performance.
- Impact Analysis and all other required documentation with respect to the Change requirements.
- Configuration, Release and deployment Management: Includes obtaining approvals (including downtime approvals) from Bank for Change/configuration/release deployment, submission of change completion reports, informing all stakeholders getting affected by the Changes etc.
- Capacity Management: Includes monitoring of application performance and proactively informing Bank's team for any capacity increase and supporting Bank's team during capacity enhancement etc.
- Submission of Root Cause Analysis Report within five days of incident.
- Maintenance of production, Pre prod, UAT and DR application software environment, necessary for the solution to work strictly as per expectation.
- Problem reporting, escalation and follow up with the concerned officials / partners as per the escalation matrix laid down by the Bank. In absence of ITSM Tool, the service provider to support the activity manually.
- Liaison with Bank's teams or any other interface to resolve any issues (network or application) related to data access from Base24 Switch/other internal as well as external system to Proposed application. However, Change management process needs to be followed between Bank and all Stakeholders.
- In case of issue, Service Provider will do coordination with respective interface team/dept. and Third party.
- Training of support related activities to Bank officials and Other Stakeholders as per Bank's need.
- Facilitation of infrastructure migration activities (excluding re-deployment of the application) such as IP change, firewall Access changes and parametric level changes in the system/application without any additional cost to the Bank.
- Provisioning for integration of any new Bank Web service and interface with Proposed solution.

(g) Support for UAT, SIT & other Testing.

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

(h) Support for security and Audit Compliance

- Ensure all Audit Compliances notified by regulatory bodies through different Audits viz. Quarterly/monthly VA/PT Audits, IS Audit, Comprehensive Audit etc Support Banks IT team in responding to RBI / IS audit queries within below mentioned timelines as and when reported by the Bank:
 - PT Observations: up to 10 days;
 - Critical Category Observations: 7 days,
 - High Category Observations: 15 days,
 - Medium Category Observations: 22 days,
 - Low Category Observations: 30 days.

(i) ITIL Compliant Process

ITIL compliant process should be followed for Incident Management, Problem management, Service management, Configuration Management, Release management, Capacity Management as per the process and Tools devised by the Bank like ITSM. The Process training/guidelines, if require will be given by the Bank to the support team.

Further, Adaption of any new changes in the existing process needs to be followed and complied by the service provider after mutual agreement with Bank.

D. Annual Maintenance Support for Prepaid Application with transit solution and offline balance module for Primary, Pre Prod, DR and UAT for five years (i.e. termed as Service period three years warranty and two years AMC)

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

- iii. During the service period (warranty and AMC), the service provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Service provider shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Service provider shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.
- iv. Support (Warranty/AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service provider. The service provider will warrant products against defects arising out of faulty design, improper coding, service team negligence etc. during the specified support period.
- v. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configuration
 - c. Recovery/ restart facility
 - d. Backup of system software/ Configuration
- vi. Prompt support shall be made available every time during the support/warranty period at the locations as and when required by the Bank.
- vii. The Service provider shall be agreeable for on-site support and at the time of switching over to alternate site vice-versa. The Bank for such needs, if any, during the support period, shall pay no extra charge.
- viii. Service provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- ix. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- x. Service Provider to close the vulnerabilities and penetration findings relating to security / performance and compliance of various audit findings whenever intimated as and when by the Bank in writing or through email without any cost to the bank within below mentioned timelines:
 - a. PT Observations: up to 10 days;
 - b. Critical Category Observations: 7 days,
 - c. High Category Observations: 15 days,
 - d. Medium Category Observations: 22 days,
 - e. Low Category Observations: 30 days.

- xi. To provide maintenance services to maintain PREPAID Solution in good working order to perform the functions for Annual Support and Maintenance Services.
- xii. The service provider will, as part of the Annual Support and Maintenance Services, provide expert support to Bank and, without limiting any of Bank's other rights or the Vendor's obligations under the Agreement.
- xiii. Service provider shall provide and implement patches/ upgrades/ updates for software etc. as and when released by the Service provider/ OEM at no additional cost to the Bank. Service provider should bring to notice of the Bank all releases/ version changes.
- xiv. Service provider shall follow the Change Management Process of the Bank and obtain a written/email permission from the Bank before applying any of the patches/ upgrades/ updates.
- xv. Service provider shall provide maintenance support for Software over the entire period of contract.
- xvi. The service provider shall provide and implement all product updates, upgrades & patches as a part of software AMC during the service period without any additional cost to the Bank. The gap between release and implementation of the product updates, upgrades & patches can be max 60 days.
- xvii. Any new release of the software (during the contract period) related to the Proposed solution to be provided by the Bidder without any additional cost to the Bank.
- xviii. There should be at least one quarterly preventive maintenance of all the software components.

Documentation:

1. Following documents shall be delivered by the service provider to the Bank for Prepaid Card Management Application along with open loop transit solution including any third party software or any other component / framework used/ developed to deliver the solution, before the platform become operational, which includes, coding standards, user manuals, design documents, process documents, data dictionary.
2. After the solution go live and during the service period, following documents shall be delivered by the service provider to the Bank related to deployed solution and its Onsite technical support & services rendered under this contract:
 1. RCA to incident.
 2. Bug fix report.
 3. Test cases for bug fixing.
 4. Application process document
 5. DFD-Data flow document

6. Data dictionary
7. Functional and SRS document
8. E-R diagram
9. User manual
10. SOP
11. Debugging/ diagnostics documents
12. Test procedures.
13. Transaction validation document.
14. Application flow document.

3. The Bidder should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/ external modules and list of all documents relating to traceability of the Product as and when applicable. Version control report shall be generated from system itself.
4. The Bidder to the Bank free of cost should supply any level / version changes and / or clarification or corrections or modifications in the above-mentioned documentation in timely manner. In case of customisation/enhancement, revised data dictionary shall be provided immediate after implementation of changes.

3. Place of Service**¹²

1.	OPS PS department, GITC, CBD Belapur, Navi Mumbai – 400614
2.	SBI DRC, Hyderabad_or any other Bank's DR Site_____

** Any place as desired by Bank during the contract period

4. Standard Services

Standard services to be delivered under this agreement are illustratively listed under SOW(Annexure A) of SLA and relevant portions in the RFP

5. Correction of Deficiencies in Deliverables

If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is

¹²Brief description of place of service

responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or
- b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

6. Service Milestones¹³

Milestones ¹⁴ related to in-scope services and/or components includes :-		
Service Category	Milestone	Duration (in months/weeks/days/hours)
Infrastructure Requirement	Submission of all infrastructure related requirement to the Bank including Hardware, OS, middleware and any other software, data & pre-requisites	5 days from the date of PO
Infrastructure Readiness	Service provider to ascertain the environment readiness once provisioned by the Bank based on Infrastructure Requirement given.	Within 5 days of Infrastructure provisioning by the Bank
Submission of DoU	Service provider to provide the DoU of the proposed solution	15 days from date of PO
Submission of FSD	Service provider to provide the FSD of the proposed solution	15 days from date of Sign off of DoU by Bank
Development	Deployment of Customised application on Bank's	15 days from the date of the

¹³ The Purpose of this clause is identify any assumption made for this agreement.

¹⁴ Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

	UAT environment after successful completion of testing with all interfaces mentioned in relevant para of RFP/Scope of work.	Bank's approval of the proposed FSD
Documentation	Deposition of all documents mentioned in relevant para of RFP/Scope of work.	Within 5 days of the development completion.
User Acceptance Testing	To provide the system for UAT after completion of successful SIT. Successful testing of all test cases by Bank's UAT team on Preprod environment followed with Exit report. Closure of UAT findings	Within 2 days of UAT findings
Training	Hands On and functional training to the Bank's officials and other partners using Preprod environment followed by sign off from bank's Project Manager	Within 20 days of the UAT completion
Installation and Configuration	Deployment of application on DC, DR with integration to all interfaces	Within 30 days of the UAT completion
Delivery(Production Go-live)	Successful Go live of the application with two day run period with any project and failure rate less than 10%	Within 7 days of the Installation and Configuration post ISD clearance from Bank's Internal team

Service Milestones for CR

Milestones ¹⁵ related to in-scope services and/or components includes :-		
Service Category	Milestone	Duration (in months/weeks/days/hours)
Submission of DoU	Service provider to provide the DoU of the proposed change	5 days from date of CR
Submission of FSD	Service provider to provide the FSD	7 days from date of Sign off of DoU by Bank
Effort Estimation	Service provider to provide efforts required for CR development	5 days from date of Sign off of DoU by Bank
Development	Deployment of Customised application on Bank's UAT environment after successful completion of testing with all interfaces mentioned in FSD	15 days from the date of the Bank's approval of the proposed FSD or as decided by Bank
Documentation	Deposition of all documents mentioned in relevant para of RFP/Scope of work.	Within 5 days of the development completion.
User Acceptance Testing	To provide the system for UAT after completion of successful SIT. Successful testing of all test cases by Bank's UAT team on Preprod environment followed with Exit report. Closure of UAT findings	Within 2 days of UAT findings
Training (if applicable)	Hands On and functional training to the Bank's officials and other partners using Preprod environment followed by sign off from bank's Project Manager	Within mutually agreed time
Installation and Configuration	Deployment of application on DC, DR with integration to all interfaces	Within 7 days of the UAT completion
Delivery(Production Go-live)	Successful Go live of the application with two day run period with any project and failure rate less than 10%	Within 2 days of the Installation and Configuration post ISD clearance from Bank's Internal team

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

¹⁵Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

7. Risk Management

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

b. Service Request

¹⁶

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

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¹⁶The purpose of this clause is to document the process and timeframe for responding to the service requests.

ANNEXURE-B

METRICS

Application incident metrics

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

Severity	Functional Requirement	Response Time(upto)	Resolution Time(upto)
Critical (P1)	Application is totally down on both active sites.	15 Min	1 hr
High (P2)	Application is functional from any one of the active site	1 hrs	2 hrs
Medium(P3)	Essential functionalities(one or more) of the application like Bulk and single file upload and download, Pin generation, issuance, support function, transactions(all financial and non-financial including service area creation, add money), Emboss generation, customer portal, reports module, SMS and email notification is consistently failing or not working.	2 hrs	4 hrs
Low/Minor (P4)	Slow response of the application in any of the application module(Bulk/single file upload and download, Pin generation, issuance, support function, transactions(all financial and non-financial including service area creation, add money), Emboss generation, customer portal, reports module, SMS and email notification) or on whole application.	2 hrs	6 hrs
Very low(P5)	Minor impact on system with less probability of occurrence like --Issue in generation of reports. --Inconsistent/incomplete reporting ****In case of issue related to reporting the service provider should ensure that manual generation and forwarding of reports failure to which the incident will be covered under Medium(P3) category	4 hrs	8 hrs

APPLICATION UPTIME MANAGEMENT METRICS

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

Service metric for Recovery Time objective (RTO)

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

Service metric for Recovery Time objective (RTO)

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

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ANNEXURE-C

SERVICE REVIEW MEETING

1.	Weekly	With Project Manger
2.	Monthly	With service Delivery Manager
3.	Quarterly	With delivery head
4	Half –yearly	With service provider’s Top Management

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ANNEXURE-D

ESCALATION MATRICS¹⁷

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

¹⁷ To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

ANNEXURE-E

PENALTY

Exclusions:

Delays on account of the following will be excluded:

1. Change in priority assigned to a module due to urgency with prior written approval from the Bank.
2. Change in module requirements.
3. Delay due to dependencies on other interfaces like CBS, payment scheme, , Network, Meghdoot team etc.
4. Unavailability of infrastructure in staging and other dependable environments like staging Core, network, etc. which are beyond the control of service provider.
5. Unavailability of inputs from dependent entities.
6. Any other genuine reason which Bank may deem fit.

Item 1: Delay in development/deployment of applications and related interfaces:

1. Penalty amount of Rs. 5000 per day delay in delivery breach against each milestone/duration mentioned in Service Milestones of Annexure A for first five days
2. Penalty amount of Rs. 8000 per day delay in delivery breach against each milestone/duration mentioned in Service Milestones of Annexure A from 6th day.
3. Penalty amount of Rs. 10000 per day delay in delivery breach against each milestone/duration mentioned in Service Milestones of Annexure A from 10th day.
4. Penalty amount of Rs. 12000 per day delay in delivery breach against each milestone/duration mentioned in Service Milestones of Annexure A from 15th day.
5. Penalty amount of Rs. 15000 per day delay in delivery breach against each milestone/duration mentioned in Service Milestones of Annexure A from 25th day.

Item 2: Delay in delivery of Change Requests for future customizations:

1. Penalty amount of Rs. 4000 per day delay in delivery breach against each milestone/duration agreed at the time of CR for first five days
2. Penalty amount of Rs. 7000 per day delay in delivery breach against each milestone/duration agreed at the time of CR from 6th day.
3. Penalty amount of Rs. 9000 per day delay in delivery breach against each milestone/duration agreed at the time of CR from 10th day.

4. Penalty amount of Rs. 11000 per day delay in delivery breach against each milestone/duration agreed at the time of CR from 15th day.
5. Penalty amount of Rs. 14000 per day delay in delivery breach against each milestone/duration agreed at the time of CR from 25th day.

Item 3: Defects in application resulting in unavailability of application:

1.

Severity defined against functional requirement of Application incident metrics in annexure B	Penalty		
	For 2 hours beyond resolution	From 3 rd Hour till 8 th hours	Above 8 hours
Critical (P1)	Rs 50000 per hour	Rs. 70000 per hour	Rs. 100000 per hour
High (P2)	Rs 30000 per hour	Rs. 50000 per hour	Rs. 70000 per hour
Mediun(P3)	Rs 20000 per hour	Rs. 30000 per hour	Rs. 50000 per hour
Low/Minor (P4)	Rs 10000 per hour	Rs. 20000 per hour	Rs. 30000 per hour
Very low(P5)	Rs 5000 per hour	Rs. 10000 per hour	Rs. 20000 per hour

Item 4: Failure to Support client application on new Operating System / Device:

Penalty amount per L1 man days. Number of days for penalty will start from day 30 of Bank's intimation to service provider to migrate on new OS/device.

Item 5: Failure to Support client application on new version of Operating System:

Penalty amount per L1 man days. Number of days for penalty will start from day 30 of Bank's intimation to service provider to migrate on new version of OS.

Item 6: Failure of New functionality in UAT for more than 3 times:

Penalty amount per L1 man-days. Number of days for penalty will start from day 2 of the UAT failure report is given by Bank's UAT team.

Item 7: Working hours of support resources are less than 8 hours/day:

Penalty amount will be calculated for each hour of absence as per resource category mandays

Item 8: Penalty for non-availability of resource at the Desk:

With a view to ensure that professional services are rendered, Penalty of Rs. 5,000 per instance will be applicable in case resource is away for more than half an hour (excluding recess or any genuine reason).

Assumptions:

Metrics	Value
1Manday	8hours

PENALTY FOR ADHERENCE TO SECURITY AND AUDIT OBSERVATIONS CLOSURE REQUIREMENT.

Audit observation/finding category	Penalty		
	delay for initial 5 days	delay from 6 th day to 15 th days	Above 15 days
PT	Rs. 1000 each point per day	Rs. 3000 each point per day	Rs. 5000 each point per day
High (P2)	Rs. 500 each point per day	Rs. 1000 each point per day	Rs. 3000 each point per day
Medium(P3)	Rs. 300 each point per day	Rs. 500 each point per day	Rs. 1000 each point per day
Low	Rs. 100 each point per day	Rs. 300 each point per day	Rs. 500 each point per day

***** Any other security observation of Audit where severity is not mentioned will be treated under Medium category

PENALTY FOR NON-MAINTENANCE OF APPLICATION UPTIME

Uptime	Penalty
>=99.99%	NIL
Between <99.99% and >=98.99%	Rs. 20,000
Between <98.99% and >=98%	Rs. 30,000
Between <98.99% and >=97.99%	Rs. 40,000
Between <97.99% and >=97%	Rs, 50,000
Between <97% and >=96.99%	Rs. 60,000
Between <96.99% and >=96%	Rs. 80,000
<96%	Rs. 1,00,000

Up time (%) = (Sum of total hours during month – Sum of down time hours during month) / Sum of total hours during month x100.

Total hours during month = no. of days in a month x 24

OTHER PENALTIES

Service category	level	SLA Measure	Penalty Calculation
RTO /RPO		Non maintenance of RTO and RPO as defined in the SLA	10,000 per instance
Periodical training		Penalty to be calculated on Per week basis of part thereof.	5000 per day till desired training is imparted.
Recon delay		Delay beyond T + 1 day	10000 per report per day
Delay in providing input Recon file/extract		Delay beyond T+1 day	10000 per file per day
Non-availability of staff		<i>Resource not reported onsite</i>	Twice of agreed Man day(resource category) rate per day

Reputational Loss:

Reputational loss due to the reasons attributable to the service provider. This shall be dependent on the adverse coverage against Bank in State and Country level and percentage shall be calculated with respect to Bank's policy.

PENALTY FOR NON-PERFORMANCE AT HELP DESK

In case of requests through email, ITSM, Service desk/ Prepaid / Other channels, these requests should be closed within 2 hours from the time of receipt, any delay more than 2 hours will be eligible for penalty as mentioned under

Time taken for activity	Penalty amount
> 120 Minutes	Rs 100.00 per record
> 240 Minutes	Rs 300.00 per record
> 480 Minutes	Rs 500.00 per record

Card Blocking / Hot listing

System should be in position to block card on real time (as per the request from customer / Bank). It should include Blocking through all touch points viz: contact centre, Prepaid portal, customer portal, INB, Mobile Banking, service desk etc. All financial loss to the Bank due to breaches and lapses card/service blocking/hotlisting services will be recovered from service provider as under:.

1. Penalty will be Rs. 10000/- Per card.
2. Bank reserves right to recover any compensation paid to the customer over and above to the penalty / loss.

Card Un blocking/support function

All activities to be performed online, any delay of more than 15 minutes will be penalized

with Rs. 500.00 per record.

EMBOSSA GENERATION AND UPLOAD:

Vendor to generate and upload EMBOSS file on Card vendor's SFTP server within 6 hours from the receipt of file / Input. For delayed records following penalty will be levied.

Time taken to upload EMBOSS files	Penalty amount
> 6 hours	Rs 1 per record
> 12 hours	Rs 2 per record
> 18 hours	Rs 5 per record

CAP OF PENALTIES

Cumulative penalty of all the items is capped to 100% of the contract value .

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NON-DISCLOSURE AGREEMENT

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

_____ constituted under the _____ Act, _____ having its Corporate Centre at _____ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as "_____" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

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

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. 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 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 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; 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 own employees and other persons and then only to those employees and persons 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 its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.
- (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 prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - (1) the statutory auditors of the Customer and
 - (2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) 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.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

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 (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (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.

For and on behalf of _____

Name		
Designation		
Place		
Signature		

STATE BANK OF INDIA

ANNEXURE H

Transition & Knowledge Transfer Plan

1. Introduction

- 1.1 This Annexure describes the duties and responsibilities of the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

- 2.1 The objectives of this annexure are to:
- (1) ensure a smooth transition of Services from the SERVICE PROVIDER to a New/Replacement SERVICE PROVIDER or back to the STATE BANK OF INDIA at the termination or expiry of this Agreement;
 - (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
 - (3) ensure that all relevant Assets are transferred.

3. General

- 3.1 Where the STATE BANK OF INDIA intends to continue equivalent or substantially similar services to the Services provided by the SERVICE PROVIDER after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the STATE BANK OF INDIA or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 The SERVICE PROVIDER shall co-operate fully with the STATE BANK OF INDIA and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by the SERVICE PROVIDER to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the STATE BANK OF INDIA and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall comply with all reasonable requests by the STATE BANK OF INDIA to provide information relating to the operation of the Services, including but

not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the STATE BANK OF INDIA and procedures used by the SERVICE PROVIDER for handling Data) reasonably necessary to achieve an effective transition, provided that:

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

- 3.4 If so required by the STATE BANK OF INDIA, on the provision of no less than month's notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less thanmonth and not exceeding months beyond the date of termination or expiry of the Agreement. In such event the STATE BANK OF INDIA shall reimburse the SERVICE PROVIDER for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or
 - (2) any other fees agreed between the Parties at the time of termination or expiry.
- 3.5 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA an analysis of the Services to the extent reasonably necessary to enable the STATE BANK OF INDIA to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the STATE BANK OF INDIA as part of the performance monitoring regime.
- 3.6 The SERVICE PROVIDER shall provide such information as the STATE BANK OF INDIA reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
- 3.7 the SERVICE PROVIDER shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the STATE BANK OF INDIA shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 The SERVICE PROVIDER shall co-operate with the STATE BANK OF INDIA during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by the SERVICE PROVIDER for the STATE BANK OF INDIA, including the configurations set up for the STATE BANK OF INDIA and any and all information to be provided by the SERVICE PROVIDER to the STATE BANK OF INDIA under

any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

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

5. Subcontractors

5.1 The SERVICE PROVIDER agrees to provide the STATE BANK OF INDIA with details of the Subcontracts used in the provision of the Services. The SERVICE PROVIDER will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

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

7. Transfer of Assets

7.1 6 (six) months prior to expiry or within 2 (weeks) week of notice of termination of the Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA the Asset Register comprising:

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

- 7.2 Within 1(one) month of receiving the Asset Register as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the Assets it requires to be transferred, (the "Required Assets"), and the STATE BANK OF INDIA and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on STATE BANK OF INDIA premises:
- (1) the SERVICE PROVIDER shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the STATE BANK OF INDIA or its authorised representative by the date agreed for this;
 - (2) any charges levied by the SERVICE PROVIDER for the Required Assets not owned by the STATE BANK OF INDIA shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
 - (3) for the avoidance of doubt, the STATE BANK OF INDIA will not be responsible for the Assets.
- 7.4 The SERVICE PROVIDER warrants that the Required Assets and any components thereof transferred to the STATE BANK OF INDIA or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

- 8.1 6(six) months prior to expiry or within 2(two) week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA all licenses for Software used in the provision of Services which were purchased by the STATE BANK OF INDIA.
- 8.2 On notice of termination of this Agreement the SERVICE PROVIDER shall, within 2(two) week of such notice, deliver to the STATE BANK OF INDIA details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the STATE BANK OF INDIA shall be responsible for any costs incurred in the transfer of licenses from the SERVICE PROVIDER to the STATE BANK OF INDIA or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

8.3 Within 1(one) month of receiving the software license information as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the licenses it wishes to be transferred, and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9. Transfer of Software

9.1 Wherein State Bank of India is the owner of the software, 6(six) months prior to expiry or within 2(two) weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver, or otherwise certify in writing that it has delivered, to the STATE BANK OF INDIA a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

- (a) Source Code (with source tree) and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10. Transfer of Documentation

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

11. Transfer of Service Management Process

11.1 6(six) months prior to expiry or within 2(two) weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

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

12. Transfer of Knowledge Base

- 12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

13. Transfer of Service Structure

- 13.1 6 (six) months prior to expiry or within 2 (two) week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date version of the following, as a minimum:
- (a) archive of records including:
 - (1) Questionnaire Packs;
 - (2) project plans and sign off;
 - (3) Acceptance Criteria; and
 - (4) Post Implementation Reviews.
 - (b) programme plan of all work in progress currently accepted and those in progress;
 - (c) latest version of documentation set;
 - (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;

- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

14.1 In the event of expiry or termination of this Agreement the SERVICE PROVIDER shall cease to use the STATE BANK OF INDIA Data and, at the request of the STATE BANK OF INDIA, shall destroy all such copies of the STATE BANK OF INDIA Data then in its possession to the extent specified by the STATE BANK OF INDIA.

14.2 Except where, pursuant to paragraph 14.1 above, the STATE BANK OF INDIA has instructed the SERVICE PROVIDER to destroy such STATE BANK OF INDIA Data as is held and controlled by the SERVICE PROVIDER, 1 (one) month prior to expiry or within 1 (one) month of termination of this Agreement, the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

- (1) An inventory of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER and any other available data to be transferred.

15. Training Services on Transfer

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

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

15.3 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall produce for the STATE BANK OF INDIA's consideration and approval 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination:

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

15.4 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the STATE BANK OF INDIA.

15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at STATE BANK OF INDIA's Premises, at such times, during business hours as STATE BANK OF INDIA may reasonably request. Each training course will last for 8(eight) hours. STATE BANK OF INDIA may enroll up to 25(twenty five) of its staff or 25(twenty five) employees of the new/replacement service provider in any training course, and the SERVICE PROVIDER shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than 5(FIVE) Years of experience in operating Prepaid Card application with transit solution. SERVICE PROVIDER shall provide the training without any additional charges.

16. Transfer Support Activities

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

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

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

- (7) Documentation as mentioned in relevant para of SLA
- 16.3 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER specific materials including but not limited to:
- (a) Change Request log;
 - (b) entire back-up history; and
 - (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of the SERVICE PROVIDER which are used for project management purposes generally within the SERVICE PROVIDER's business.
 - (d) Custody of all the application/encryption/interface/Payment scheme or any other keys along with key management document and methodology
- 16.4 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER proposal for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry the SERVICE PROVIDER shall provide to the STATE BANK OF INDIA refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by the SERVICE PROVIDER till the date of expiry or termination.
- 16.7 The SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17. Use of STATE BANK OF INDIA Premises

- 17.1 Prior to expiry or on notice of termination of this Agreement, the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan specifying the necessary steps to be taken by both the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure that the STATE BANK OF INDIA's Premises are vacated by the SERVICE PROVIDER.
- 17.2 Unless otherwise agreed, the SERVICE PROVIDER shall be responsible for all costs associated with the SERVICE PROVIDER's vacation of the STATE BANK OF INDIA's Premises, removal of equipment and furnishings, redeployment of

SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the STATE BANK OF INDIA Premises to their original condition (subject to a reasonable allowance for wear and tear).

STATE BANK OF INDIA