

**SERVICE LEVEL AGREEMENT FOR EMPANELMENT OF VIDEO  
PRODUCTION AGENCIES**

**BETWEEN**

**STATE BANK OF INDIA,**

**AND**

\_\_\_\_\_

**Date of Commencement** : \_\_\_\_\_

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

This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 through its Marketing & Communication Department, hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

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

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for Video Production Services;  
and
- (ii) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Empanelment (RFE) No. CC/M&C/2024-25/1 dated 09.09.2024 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFE” and same shall be part of this Agreement.
- (iii) Service Provider understands that this Agreement is for empanelment only and Bank is not making any commitment for the minimum work to be awarded to Service Provider.

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

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

## **1. DEFINITIONS & INTERPRETATION**

### **1.1 Definition**

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

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.3 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.4 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.5 “Project Cost” means the price payable to Service Provider for availing the services for video production, for which a specific Request for Quotation (RFQ) will be floated by the Bank during the period of empanelment.
- 1.1.6 “Request for Empanelment (RFE)” shall mean RFE NO. CC/M&C/2024-25/01 dated 09.09.2024 along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.7 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement and respective RFQ.

## 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 RFE. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

## 1.3 **Commencement, Term & Change in Terms**

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

1.3.2 This Agreement shall be in force for a period of 3 (three) years from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

## **2. SCOPE OF WORK**

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

## **3. FEES /COMPENSATION**

### **3.1 Professional fees**

3.1.1 Service Provider shall be paid fees and charges as per the specific request for quotation (RFQ) which will be floated by the Bank for each such requirement of video production service amongst the empanelled service providers. All such payments shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from their responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.2 All duties and taxes, if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

3.3 Service Provider shall provide a clear description quantifying the elements in the invoices generated by them.

### **3.4 Payments**

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

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to

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

### **3.5 Penalties**

- 3.5.1 Service Provider shall be liable to pay penalty If Any damage caused to the reputation of the bank due to any mismanagement in the video production or execution of the services by the agency or its subcontractors, it will be liable to pay 5 times the cost mentioned in the Purchase Order of the video production to the bank within 15 days or else bank will take legal action against the agency.
- 3.5.2 If the agency uses the brand/name of the bank for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the bank without prejudice to the Bank right to recover damages or losses.
- 3.5.3 If the agency after taking up the work for a video, leaves it in incomplete due to any reason, the agency would have to pay 2 times the cost mentioned in the Purchase Order of the video production/campaign to the bank
- 3.5.4 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

## **4. LIABILITIES/OBLIGATION**

### **4.1 Service Provider Duties**

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure that Service Provider's personnel and its subcontractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work

schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(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.

(ii) Security Responsibility

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

## **5. REPRESENTATIONS & WARRANTIES**

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

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

5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management

practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.7 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

## **6. GENERAL INDEMNITY**

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent



acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

- 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

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

## **8. TRANSITION REQUIREMENT**

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement.

## **9. LIQUIDATED DAMAGES**

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in individual RFQ for different projects, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension

of time is agreed upon without the application of Liquidated Damages, deduct from the respective RFQ Contract Price, as liquidated damages a sum equivalent to 0.5% of total PO value of the respective RFQ for delay of each week or part thereof maximum up to 5% of total PO value of the respective RFQ. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

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

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **11. SUB CONTRACTING**

- (i) Sub-Contracting is not permitted under this RFE. However, Bank may permit sub-contracting on case-to case basis at the sole discretion of the Bank wherein it is expressly allowed and permitted at the time of floating respective RFQ. If permitted, the Service Provider shall carry out its standard due diligence process on sub-contracting/ sub-contractor.
- (ii) Service Provider shall comply with all the instructions, requirements and any other conditions suggested by the Bank in order for the Bank to comply with its site access

and regulatory audit requirements and upon Bank's request Service Provider will provide a written confirmation of compliance with the requirements of this provision.

- (iii) With the Bank's prior written approval, Service Provider may change the sub-contractor, provided it does not impact the quality of Services being delivered. However, Service Provider shall inform the Bank on its intention to change the sub-contractor and reason thereof.
- (iv) Service Provider shall be 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 RFE and RFQ. Bank reserves the right to conduct independent audit in this regard.
- (v) 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 the Bank's data / processes is maintained.
- (vi) Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- (vii) Service Provider shall ensure that it shall have all back-to-back commitments from its vendors in such agreements.
- (viii) Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- (i) For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFE/ RFQ, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- (ii) Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFE/ RFQ.

- (iii) Subject to below mentioned sub-clause (iv) and (v) of this RFE/ RFQ, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, 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 the Services or use of the technology / software / products or any part thereof in India or abroad.
- (iv) The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- (v) Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- (vi) Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFE/ RFQ shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

### **13. CONFIDENTIALITY**

- 13.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or

which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- 13.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 13.3 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 similar to comply with the confidential obligations under this Agreement.
- 13.4 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.
- 13.5 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.
- 13.6 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.

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

13.8 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.

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

13.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

13.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

13.12 The foregoing obligations (collectively referred to as “Confidentiality Obligations”) set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer’s data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

#### **14. OWNERSHIP**

14.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be ‘work made for hire’ under any Indian/U.S. or any other applicable copyright laws.

14.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.

#### **15. TERMINATION**

i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement or Purchase Order issued under respective RFQs in whole or in part:

(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFE/Agreement/ RFQ, or any extension thereof granted by the Bank;

(ii) If Service Provider fails to perform any other obligation(s) under the RFE/Agreement/ RFQ;

(iii) Violations of any terms and conditions stipulated in the RFE/RFQ;

(iv) On happening of any termination event mentioned in the RFE/Agreement/RFQ.

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

ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFE Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to

the extent not terminated.

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

## **16. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

- 16.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai



only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

- 16.2 Service Provider shall continue work under the Contract during the dispute resolution 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 competent court is obtained.
- 16.3 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.

## **17. POWERS TO VARY OR OMIT WORK**

- 17.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 17.2 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.

## 18. WAIVER OF RIGHTS

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

## 19. LIMITATION OF LIABILITY

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

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

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

## **20. FORCE MAJEURE**

- 20.1 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.
- 20.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 20.3 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.
- 20.4 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.

## **21. NOTICES**

- 21.1 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).
- 21.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 21.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

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

(b) In case of Service Provider

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

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

## **22. GENERAL TERMS & CONDITIONS**

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

22.2 **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.

22.3 **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.

22.4 **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) RFE

22.5 **PRIVITY:** 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.

22.6 **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.

22.7 **COUNTERPART:** This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

22.8 Service Provider agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

22.9 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association

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:**

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

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

WITNESS:

1.

1.

2.

2.

**DELIVERABLES/SCOPE OF WORK**

This Statement/Scope of Work (“**SOW**”) dated the last date of signature below, is made pursuant to and is governed by the Services Level Agreement dated: \_\_\_\_\_, effective from ..... (“**SLA**”) entered between **State Bank of India** (“**Client**”) and \_\_\_\_\_ (“**Agency**”).

**The parties hereby agree as follows:**

**1. Effect of SOW**

**1.1** Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the SLA/PFP.

**1.2** Any conflict between the terms and conditions of this SOW and the terms of the SLA and RFP shall be dealt with in accordance with the clauses of the SLA & RFP, subject to any express written statement in this SOW that states that a part of this SOW prevails over the SLA’s Terms and Conditions.

**1.3** Unless the context requires otherwise, capitalized terms undefined in this SOW will have the meaning given to them in the SLA/RFP.

**2. Services and Deliverables**

The scope of work includes but is not limited to the following:

Production of Corporate Video in English, Hindi & Regional languages (dubbing required for both Hindi & Regional languages), in digital format of resolution and time as required for various purpose.

Agency/Bidder will be responsible to meet the post-production charges such as: Studio hire for editing charges, Motion graphics Animation charges, Music composition and voiceover charges (English, Hindi and Regional languages), cinema and TV edits and any other related charges.

Editing: Editing is to be done in digital non-linear set up with graphics and animation workstation in addition to music and narration. Use of special effects shall be done in the video wherever required.

The production should be of extremely high quality, meeting the industry standards. Competent and approved talent/voices should be used.

Appropriate use of modern editing techniques including rendering of text/visuals, multi-layering, compositing, chromo key, special effects etc. should be made to make the film visually very rich.

## **TVC ADFILMS/ DIGITAL FILMS:**

### **Pre-Production:**

- Concept, Story & Screenplay with Dialogue.
- Story board based on script to finalise the shots exactly to be shown in film.
- Based on story board, designing shooting locations, costume design and character designs.
- Finalising project technicians like Directors, Cinematographers, Production Designer, Costume designer, Makeup-hairstylist, editor, music director, post production studios and other production departments.
- Charting for shoot, finalising locations by location hunt, production design properties, casting for characters, finalising light unit vendors, camera unit vendors and camera equipment vendors.

### **Production**

- Hiring specified camera based on the film budget and content.
- Hiring light unit, quantity of lights based on the film subject and budget.
- Hiring camera equipment's like Track n trolley, jimmy jib, handheld riggs, cranes, special lights, gimbals, drones, motion capture equipment's, camera grips, dolly, vehicle grips and special cameras based on the subject and budget of the film.
- Casting actors based on number of characters in the subject.
- Finalising crew numbers based on the subject and budget of the film.
- All other relevant equipments/personnel required for the video production.

### **Post Production:**

- Editing of the film.
- Background music of the film.
- Dubbing artists based on the number of characters in the film and voice over artists if required based on the subject.
- Sound effects based on the subject.
- Sound mixing.
- CG/3d/2d/ title graphics based on the film subject.
- D.I. (colour correction) of the film.
- Voice over and languages for translation of audios.
- All video formats e.g. mp4,/mxf/mov etc or any other relevant format to be provided.

## **3D ANIMATION FILMS:**

- Concept, Story & Screenplay with Dialogue.
- Story board based on script to finalise the shots exactly to be shown in film.
- Based on story board and script, designing characters, background, production design, animation.

- Rough film video with storyboard stills and voice to get an idea on shots, duration of the film.
- Creating 3d character models once character design finalises.
- Creating background 3d models once background finalise.
- Texturing for character models and BG models
- Rigging for 3d character models once model finalise.
- Rigging for background once background finalise.
- Lighting setup for the scenes.
- Character animation process starts once character model and rigging finalise.
- Animations to be done based on the finalised shots/ camera angle.
- Compositing character 3d models and 3d background.
- Adding special effects, particles if needed based on the quality and subject of the film.
- Final background music once animation done.
- Final voice over dubbing once final animation done.
- Final editing once animation done.
- Final rendering once animation film is approved by SBI.
- Rendering based on the SBI output requirement like Full HD, HD and any other format if required.
- Voice over and languages for translation of audios.

## **2D ANIMATION FILMS:**

- Concept, Story & Screenplay with Dialogue.
- Story board based on script to finalise the shots exactly to be shown in film.
- Based on story board and script, designing characters, background, production design, animation.
- Rough film video with storyboard stills and voice to get an idea on shots, duration of the film.
- Creating 2d character models once character design finalised.
- Creating background once background finalise.
- Rigging for 2d character models once model finalise.
- Rigging for background once background finalise.
- Character animation process starts once character model finalise.
- Animations to be done based on the finalised shots/ camera angle.
- Compositing character models and background.
- Adding special effects, particles if needed based on the quality and subject of the film.
- Final background music once animation done.
- Final voice over dubbing once final animation done.
- Final editing once animation done.
- Final rendering once animation film is approved by SBI.



- Rendering based on the SBI output requirement like Full HD, HD and any other format if required.
- Voice over and languages for translation of audios.
- The scope also includes videos that may be created using stock videos/images.

**Above list is only indicative and expands to any other work that relates to production of a video. Empanelled agencies must undertake and deliver any other video related aspect that SBI may require.**

### **TAT SHEET**

The TAT for each of the video production activity awarded to the agency will be decided on the allotment of the video.

### **TEAM STRUCTURE AND ESCALATION**

The Service Provider to provide the Team structure and the Escalation matrix