

**Annexure-O**

AGREEMENT FOR \_\_\_\_\_ 1

BETWEEN

State Bank of India, \_\_\_\_\_ 2

AND

\_\_\_\_\_ 3

Date of Commencement : \_\_\_\_\_ 4

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

*# This document is in the nature of a general template which needs customization depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as place of arbitration, jurisdiction, details of the parties etc. are to be incorporated while finalization of the contract.*

*In this regard, footnotes given in this document may please be referred to.*

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

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

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

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

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This agreement made at ..... (Place) on this ----- day of \_\_\_\_\_ 20\_\_ \_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its.....,<sup>5</sup> hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

.....<sup>6</sup> a private/public limited company/LLP/ ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ ~~<strike off whichever is not applicable>~~, and hereinafter referred to as “.....”, (which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

WHEREAS

- (i) The Bank is desirous of availing services for Building, Migrating and Operating a Contact Centre, with state-of-the-art facilities catering to Bank’s customers as described in Scope of Work ;<sup>7</sup> and
- (ii) The Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. 02/2017-18 dated 19.01.2018\_issued by the Bank, 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 hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-.

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

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

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

## 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 / Joint Ventures (JVs) in India and outside India and includes future branches / offices / subsidiaries / JVs that may be formed / established in India or outside India.
- B. "Confidential Information" shall have the meaning set forth in Clause 14, of this agreement.
- C. "Deficiencies" shall mean non satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.
- D. "Documentation" will describe in detail and in a completely self-contained manner how the Vendor plans to set-up (Build), Migrate and Operate the Contact Centre. .
- E. "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).
- F. "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations as per the costs derived at on the basis of rate(s) so finalised in conjunction with the performance of the Contact Centre, in line with the SLAs (SLA catalogue i.e., Sec. 6 of Annexure-'E') at monthly intervals. (all relevant areas to be incorporated herein or Annexed).
- G. "Request for Proposal (RFP)" shall mean RFP NO02/2017-18 dated 19.01.2018 along with its clarifications/ corrigenda issued by the Bank time to time.
- H. "Root Cause Analysis Report" shall mean a report addressing a problem or non-performance, 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.

- I. 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.
- J. Interpretations:
  - 1.1.1 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).
  - 1.1.2 The singular includes the plural and vice versa.
  - 1.1.3 Reference to any gender includes all other gender.
  - 1.1.4 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.
  - 1.1.5 The Schedules, Annexures (1 to 3), and Appendices, if any, to this Agreement shall form part of this Agreement.
  - 1.1.6 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.
  - 1.1.7 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.
  - 1.1.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
  - 1.1.9 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.

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

- 1.1.10 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 1.1.11 This Agreement shall be in force for a period of five year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.1.12 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of two years on the existing terms & conditions.

## 2. SCOPE OF WORK

The scope and nature of the work which the Service Provider has to provide to the Bank (Services) as described in **Annexure-E** of the RFP, shall be drafted in consonance thereof (to be elaborated or placed as ANNEXURE).

## 3. FEES /COMPENSATION

### 3.1 Professional fees

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 3.1.2 The basis of calculation shall be (i) the cost per connect minute (for calls on IVR/Voice), (ii) per email (for mails) and (iii) per man-day rates for any development activity under Change Management Process as per the table provided in **Annexure-F** of RFP; wherein the final rates will be derived on the Quotes after Reverse Auction.
- 3.2 All duties and taxes (excluding<sup>8</sup> applicable service taxes, VAT or other local taxes), 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.
- 3.3 Service Provider shall provide a clear description quantifying the service 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 normally not exceeding **thirty (30) 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.
- 3.4.3 Some of the Banks subsidiaries / JVs may request for direct billing on them (to claim the benefit of taxes). Anyhow, the performance assessment, quality parameters, scrutiny and approval of bills are made directly by the subsidiaries / JVs. In such an eventuality, the bills need be raised directly on them, for which a separate agreement need be entered into to give effect to the changed scenario, as and when required.

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

### 3.5 Performance Guarantee and Penalties

- 3.5.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. \_\_\_\_\_ from a Scheduled Commercial Bank other than State Bank of India in a format (Annexure-H of RFP) provided .
- 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 schedule<sup>9</sup> (timelines as per Section 4 for transition, and for other SLAs as defined in Section 6.6 of **Annexure-E** of RFP) specified in this Agreement.
- 3.5.5 The Service Provider shall be liable to pay penalty at the rate(s) mentioned in **Annexure-I** of RFP in respect of any delay beyond the permitted period / non-performance, etc. in providing the Services.
- 3.5.6 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. On reaching the maximum of penalties specified the Bank reserves the right to, terminate the contract.

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

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

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

Processing and Authorising invoices

##### **4.2 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.

###### **(ii) Security Responsibility**

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

(b) Bidders need to exchange mails (through Bank's Domain), store data / files on laptop / desktop. There should be a provision for regular back-ups of the laptop / desktop / servers. Back-up should be stored / archived as per regulatory guidelines and access management to same must be restricted. Bank / Regulatory authorities may call for such communication / data for compliance purposes.

#### **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, and that any IPR provided by a Party does not infringe the IPR status of any third party.



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 The 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 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.

5.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

5.2.4 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.

5.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider, where permissible, 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 and when requested.

5.2.6 Service Provider warrants that the software (used in the process) deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP Top Ten vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the service period.

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

5.2.8 Service Provider shall assume responsibility under Labour Laws and also hold the bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.

## **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 on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 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.

6.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

6.3 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.

6.4 The 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 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.

## **7. CONTINGENCY PLANS**

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**

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 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. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ (to be derived on the basis of non-performance / non-achievement of Critical to Quality) CTQs as mentioned in Section 3.5, 3.5.1, 6.7.5 and 6.7.6 of the Annexure-'E') on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

## **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 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 1% 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 As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific 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 subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if required, Bank may evaluate the same.

11.3 The bidder shall not appoint any third party, agent, sub-agent or sub-contractor for any part of its responsibilities and obligations towards SBI Contact Centre technology, systems and operations including customer service agents, which are considered as core process related services. However subject to the final decision and prior written consent from Bank the bidder may appoint a third party, agent, sub-agent or sub-contractor for any specific task which do not constitute as core processes and are support activities. Further, for the

purposes of clarity, it is stated that the bidder shall be entitled to sub-contract only the non-process related activities to third parties, such as the following:

- Bandwidth & PRI Links
- Recruitment
- Transport
- Security and Housekeeping services
- Payroll
- Electro-Mechanical maintenance
- AMC for all hardware and software being used
- Canteen Services

- 11.4 The subcontracting shall not be construed as waiver of any accrued rights and/or liabilities of the bidder and the bidder shall be fully responsible for all acts and omissions of its contractors, sub-contractors, agents or any third party.
- 11.5 If the Bank requires the details of Sub-contracts, bidders should provide complete details of any sub-contractor/s used for this engagement. It is clarified that notwithstanding the use of sub- contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the sub-contractor chosen by the bidder to perform its obligations.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / 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 use or incorporate in performing the Services 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 Agreement.
- 12.3 Service Provider shall, at their 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 trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- 12.4 Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
- 12.5 The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim, and will at no time admit to any liability for or express any intent to settle the claim.

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

- 13.1 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.
- 13.2 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.
- 13.3 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.

### **14. SECURITY AND CONFIDENTIALITY**

- 14.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, 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, 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.

- 14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 14.3 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 the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.
- 14.4 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.
- 14.5 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.
- 14.6 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 the terms of this Agreement.
- 14.7 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 Party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
  - (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that 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 Party from a third party which does not have any obligations of confidentiality to the other Party.
- 14.8 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.
- 14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

- 14.10 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.
- 14.11 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.
- 14.12 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or 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.

## **15. TERMINATION CLAUSE**

- 15.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract in whole or in part:
- i) If the Vendor fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - ii) If the vendor fails to perform any other obligation(s) under the contract; or
  - iii) Laxity in adherence to standards laid down by the Bank; or
  - iv) Discrepancies/deviations in the agreed processes and/or Services;
  - v) Violations of terms and conditions stipulated in the RFP/this agreement.
- 15.2 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, Services similar to those undelivered and Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 15.3 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 contract is terminated, and the date upon which such termination becomes effective.
- 15.4 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.
- 15.5 The Bank may at any time terminate the Agreement without giving written notice to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.

- 15.6 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 pertaining to or relating to the Bank in its possession.
- 15.7 In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 15.8 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.

## **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 (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.
- 16.2 **Disputes regarding penalty**  
Disputes regarding the penalty will be raised by the selected bidder or SBI to the board of governance. The governance committee will have a defined escalation process for conflict resolution.
- 16.3. **Constitution of Board of Governance**  
The board of governance will have representatives from selected bidder and SBI. The board will have three committees: operational, management and steering. Each committee of the board will meet at periodic intervals to take up working matters and conflicts for resolution. The escalation will be done by operations to management to steering. Selected bidder will be preparing reports for each level of governance at a frequency agreed as per contract. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), may give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a Board of Governance and settled as laid down in **Annexure-'E'** at Section 6.3.5., and the award made in pursuance thereof shall be binding on the parties.
- 16.4 **Service Level Governance**  
Governance will cover the following functions:
- 16.5. **Wrong SLA reporting**  
If SBI finds that SLA or levies reporting has a mistake, SBI can apply the maximum allowable penalty for that SLA for the month, for that service.



In case of any mistakes / errors in reporting after final submission, SBI shall levy a flat penalty of Rs.25,000/- per SLA.

**16.6. Late SLA reporting**

If SBI receives the SLA reports after the seventh day of the succeeding month, SBI will issue a warning to the selected bidder.

If the selected bidder does not submit the report by fifteenth of the succeeding month, SBI shall levy a flat penalty of Rs.10000/- per day of delayed reporting for that month. (day 1 starts from sixteenth).

**16.7. Shortfall in achieving target**

Penalties as per trigger values, given in the SLA catalogue will be calculated based on SLA achieved for the month, by the selected bidder and reported to SBI on a monthly basis.

This penalty will be applied on the selected bidder as per contract terms agreed.

16.8. 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 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.

- 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. 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.

#### **19. LIMITATION OF LIABILITY**

- 19.1 For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, 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 Cost of service on the basis of the rate(s) so finalised with the Vendor, for the said period. 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.
- 19.2 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.
- 19.3 The limitations set forth herein shall not apply with respect to:
- a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank.

#### **20. FORCE MAJEURE**

- 20.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

- 20.2 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.
- 20.3 If the Force Majeure situation continues beyond 30 days, the either parties 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 Contract 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 other communication under this Agreement given by the Bank to the Service Provider shall be deemed properly given if in writing and;
  - i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
  - ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of ..... Service provider's office at Gurugram, or any other place advised by Service provider to the Bank from time to time.
  - iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

21.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

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

(b) In case of Service Provider

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

In case there is any change in the address of one party, it shall be communicated in writing to the other party with in fifteen (days).

## **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 **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 or sub-contractor/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.
- 22.3 **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.
- 22.4 **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.
- 22.5 **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement except which are expressly annexed or attached to this agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.  
This agreement comprises this Agreement and the following Appendices / Addendums / Annexures / Schedules which shall be an integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained herein:
- i. Annexures 1 to 3,
  - ii. SLA and Penalties / Bonuses, and
  - iii. Schedules
- 22.6 **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.
- 22.7 **EFFECTIVE DATE:** This Agreement shall be effective from the date mentioned at the beginning of this Agreement.
- 22.8 **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.
- 22.9 **COUNTERPART:** This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

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

**State Bank of India**

.....**Service Provider**

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

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

WITNESS:

1.

1.

2.

2.

**DELIVERABLES/SCOPE OF WORK**

1. Description of Deliverables:

As per the Scope of Work defined in Section 3 of **Annexure-E** of RFP. (relevant areas to be incorporated)

2. Specifications, Performance Standards, and Functional Requirements:

*[Include here all of the specifications, performance standards, and functional requirements for the Deliverables that are important to the Bank. Be certain to include run and operator response times (if applicable) which are part of the Acceptance criteria discussed in this agreement.]*

As defined in Section 3,4, 5 & 6 of **Annexure-E** of RFP. (relevant areas to be incorporated)

3. Documentation:

*[Identify here all user manuals and other documentation concerning the Services.]'*

4. Place of Service<sup>10</sup> As defined in Section 3 of **Annexure-E** of RFP.

1.	Agra
2.	Bengaluru
3.	Kolkata
4.	Vadodara
5.	Ernakulam (GNC)
6.	Hyderabad *
7.	Bhopal / Indore *

\* No specific order, but to take care of migration aspect.

5. Standard Services

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

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

1. Scope of Work
2. Timelines
3. Service Levels (including penalties & bonuses)

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<sup>10</sup>Brief description of place of service

## 6. Maintenance/ Upgrades

6.1 Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.

## 7. Correction of Deficiencies in Deliverables

7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- a) Impose penalty on Service Provider as mentioned under **Annexure E of RFP**.<sup>11</sup>
- b) Terminate this Agreement for cause in accordance with Clause 16 of Annexure-O (except that the Bank is under no obligation to provide Service provider any further opportunity to cure, Check) and recover its damages as set forth in this Agreement.

## 8. Risk Management

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

Service Complaints<sup>12</sup>

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<sup>11</sup> Please mention relevant annexure.

<sup>12</sup> Describe in detail the service complain methodology for the services.

## ANNEXURE-2

< Undermentioned are proposed penalty metrics, they are required to be customized by the concerned dept.><strike off whichever is not applicable>

PENALTY FOR NON PERFORMANCE OF SLA

As defined in Section 6 of **Annexure-E** of RFP

(to be incorporated from the above)



## **Transition 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; and
  - (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and

### **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 three months' notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less than 3 months and not exceeding 12 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 Data**

6.1 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.

6.2 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) months 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.

IN WITNESS WHEREOF, the parties hereto have caused this annexure to be executed by their duly authorized representatives as of .....day of .....

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.