



भारतीय स्टेट बैंक
State Bank of India

CORRIGENDUM NO. 1

Dated : 17.09.2019

**REQUEST FOR PROPOSAL
(RFP)**

**FOR
FACILITY MANAGEMENT SERVICES
FOR DATA CENTRES
AT NAVI MUMBAI AND CHENNAI**

RFP reference No. SBI/GITC/DC & CS/2019-20/ 637 dated: 29/08/2019

**Data Centre & CS Department
State Bank of India, Global IT Centre
Sector 11, CBD Belapur.
Navi Mumbai 400 614**

CORRIGENDUM

Based on the Prebid meeting held on 11.09.2019, please note that we hereby advise the undernoted changes in the concerned para/Pages, in the RFP No. **SBI/GITC/DC & CS/2019-20/ 637 dated: 29/08/2019.**

All bidders should take note of the change as mentioned below.

Sl. No	RFP Page No	RFP Clause No	Existing Clause	New/ Modified to be read as
1	40	Part II Appendix-B - Bidder's Eligibility Criteria - Point No. 2	The Bidder must have an average turnover of minimum Rs.25 crore from similar services during last 03 (three) financial year(s) i.e. FY (2017-18), FY (2018-19) and FY(2019-20).	The Bidder must have an average turnover of minimum Rs.25 crore from similar services during last 03 (three) financial year(s) i.e. FY (2016-17), (2017-18) & FY (2018-19). In case audited balance sheet is not available for the FY 2018-19 then Certificate from Chartered Accountant can be accepted.
2	42	Appendix B	Bidders should confirm readiness to provide services within 2 weeks from the date of Purchase Order.	Bidders should deploy the service within 2 weeks from the date of Purchase Order.
3	51	Appendix E	Man Power requirement details for Navi Mumbai & Chennai Data Centres	FM & AFM qualifications already given in RFP. Technical Qualification (ITI or equivalent) and minimum 5 Years of experience in similar environment. House Keeping staff should be minimum 8th standard passed.
4		Schedule of events	Last date and time for Bid submission Up to 3:00pm on 20.09.2019	Last date and time for Bid submission Up to 3:00pm on 25.09.2019

5		Schedule of events	Date and Time of opening of Technical Bids: 4:00 pm on 20.09.2019 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.	Date and Time of opening of Technical Bids: 4:00 pm on 25.09.2019 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
6		Schedule of events	Reverse Auction: On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	Reverse Auction: On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. Tentatively 27.09.2019.
7	67	Appendix–J	Entire Appendix–J.	Revised “Appendix–J” Appended Blow.

**Dy. General Manager
Data Centre & CS
State Bank Global IT centre
CBD Belapur. Navi Mumbai.**

Revised

Appendix-J

**AGREEMENT FOR FACILITY MANAGEMENT SERVICES FOR
BANK'S DATA CENTRES AT NAVI MUMBAI AND CHENNAI¹**

BETWEEN

STATE BANK OF INDIA, Data Centre & Cloud Service, GITC Belapur²

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 commercials, penalties and details of the parties etc. are to be incorporated correctly while finalization of the contract. Reference notes under the draft should be deleted while publishing SLA.

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

¹ Type/nature/name of Agreement.

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

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

⁴ Effective Date from which the Agreement will be operative.

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This agreement (“Agreement”) is 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 Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department,⁵ 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

_____ ⁶ 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 _____ ;⁷
- (ii) _____;
- (iii) _____; and
- (iv) Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by the Bank mentioned in

⁵Name & Complete Address of the Dept.

⁶Name & Complete Address (REGISTERED OFFICE) of service Provider,

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

the Request of Proposal (RFP) No. SBI/GITC/DC & CS/2019-20/ 637 dated: 29/08/2019 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are 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:< Strike of whichever is inapplicable.>
- 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 “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the (name of the Software/ Hardware/ Maintenance Services) *<Strike off whichever is*

inapplicable>,⁸ such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Service)⁹, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- 1.1.5 “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).
- 1.1.6 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. _____ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.7 “Request for Proposal (RFP)” shall mean **RFP NO SBI/GITC/DC & CS/2019-20/ 637 dated: 29/08/2019** along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.8 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.9 ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

⁸ Name of Software/ Maintenance services

⁹ Name of Software

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

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

1.3.2 This Agreement shall be in force for a period of 03 year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

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

2. SCOPE OF WORK

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 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. 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 his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 _____

3.1.3 _____

3.2 All duties and taxes (excluding¹⁰ _____ or any other tax imposed by the Government in lieu of same), 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. _____ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

¹⁰ Please determine the applicability of the taxes.

3.4 Payments

- 3.4.1 The Bank will pay properly submitted valid invoices, in arrears, 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 Bank Guarantee and Penalties

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of _____year(s) _____month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, 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 Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend 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 Service Provider in accordance with the time schedule¹¹ specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.

3.5.6 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 The Bank's Duties /Responsibility(if any)

- (i) Processing and authorising invoices
- (ii) _____

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
 - (c) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (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

¹¹ Please ensure that the time scheduled is suitably incorporated in the Agreement.

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

- (d) 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.

(e) _____ <the concerned dept. may add duties depending on the nature of agreement>

(ii) Security Responsibility

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

(b) _____

(c) _____

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 warrants that at the time of delivery the software 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). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

- 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 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, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

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. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs._____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure F.

9. LIQUIDATED DAMAGES

If 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 ____% of total Project cost for delay of each week or part thereof maximum up to ____% 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 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

As per the scope of this Agreement sub-contracting is not permitted.

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. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or 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 Subject to clause 12.4 and 12.5 of this Agreement, 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.
- 12.4 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.
- 12.5 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.

13. INSPECTION AND AUDIT

- 13.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external 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 Service Provider shall submit such certification by such Auditors to the Bank. Service Provider 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by 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 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(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

14. CONFIDENTIALITY

- 14.1 “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.
- 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 comply with the confidential obligations under this Agreement.
- 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 obligations of confidentiality no less restrictive than 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 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.
- 14.8 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.

- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 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.

15. OWNERSHIP <Departments to check applicability>

- 15.1 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.
- 15.2 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.

- 15.3 All information processed by Service Provider during software maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

16. TERMINATION

- 16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), 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.

- 16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 16.3 In the event the Bank terminates the Agreement 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 clause 20 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.

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

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

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

16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

16.7 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.

17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

17.1 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.

- 17.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- 17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 17.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 17.5 Arbitration proceeding shall be held at **Mumbai**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 17.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 17.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

18. POWERS TO VARY OR OMIT WORK

- 18.1 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.

- 18.2 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.

19. 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.

20. LIMITATION OF LIABILITY

- 20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 20.2 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.
- 20.3 The limitations set forth in Clause 20.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 12¹² (infringement of third party Intellectual Property Right);
 - (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
 - (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
 - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 20.3(ii) “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.

¹² Please see Clause 12 ‘IPR Indemnification’

21. FORCE MAJEURE

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.

22. NOTICES

- 22.1 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).

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

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

(a) In the case of the Bank

(b) In case of Service Provider

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

23. GENERAL TERMS & CONDITIONS

23.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement. *< Strike of whichever is inapplicable>*

23.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

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

23.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

- 23.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 23.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 23.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
 - (ii) Annexure of Agreement;
 - (iii) Purchase Order No. _____ dated _____; and
 - (iv) RFP
- 23.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 23.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
- 23.10 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:

[Identify each individual component of the Deliverables, including equipment and software, by name and version.]

State Bank of India (SBI) has been operating its state-of-the-art Data Centres for the past eight years. The Primary Site, at Belapur, encompasses an area of approximately 15,000 sq.ft., while the Disaster Recovery (DR) site at Chennai is about 4,500 sq.ft. each. The two sites were commissioned for use in August 2004. SBI had built two new data centres, of approximately similar area within the same premises at the two locations. The two new sites were commissioned for use in June 2008, All these sites are currently being maintained by a facility management company. SBI intends to outsource the management of the day to day infrastructure facilities for all four Data Centres (2 at Primary, and 2 at DR) to reputed vendors who are specialized in providing such services at Data Centres. The services will need to be provided on a round the clock (three-shifts - 24x7) basis. The key sub-systems of the Data Centres, and the range of services to be provided are listed below:

Areas where services are required:

- i. Physical Security
- ii. Electrical, UPS and Batteries functioning
- iii. Air-conditioning functioning
- iv. CCTV functioning
- v. Access Control functioning
- vi. Fire Detection and FM 200
- vii. Building Management System (BMS) functioning
- viii. Civil and Interiors, Housekeeping

Description of Services

Physical Security:

The main entry door to the Data Centre should be manned at all times by at least two Security Guards. It is required to ensure the availability of at least one guard in the event of other person need to attend to the nature's call, if required and also both of them will have the responsibility to verify the credentials of the people gaining access to the Data Centre and carrying out body frisking. Also Guards posted will immediately investigate any opening of the emergency fire exit doors, in case of such instance. The minimum educational level of these persons should be SSLC.

Tasks to be performed:

- i. Prevention of entry of unauthorised persons into the Data Centre, by way of validation of permissions and carrying out body frisking.
- ii. Maintenance of entry/exit registers
- iii. Issue of visitors badges
- iv. Escalating all irregularities immediately to designated SBI officers
- v. Prepare daily EOD report

Electrical and UPS:

All the electrical, UPS and Battery systems will need to be monitored by this person as per the laid down schedules specified in the detailed operating manuals. Breakdowns and first level maintenance will also have to be performed. At least one person will be required for this with a Senior Wireman Certificate from the ITI. This person will also have the responsibility of monitoring the DG set and electrical systems.

Tasks to be performed:

- i. Maintenance of all records and registers as specified by the Bank
- ii. First level problem solving
- iii. Allocating call to equipment vendor
- iv. Monitoring response from equipment vendor
- v. Follow-up with vendor in case of delay in response
- vi. Closure of call
- vii. Prepare incident report for SBI

HVAC

All the Precision AC systems will need to be monitored by at least one person as per the laid down schedules specified in the detailed operating manuals. Breakdowns and first level maintenance will also have to be performed.

Tasks to be performed:

- i. Maintenance of all records and registers as specified by the Bank
- ii. First level problem solving
- iii. Allocating call to equipment vendor
- iv. Monitoring response from equipment vendor
- v. Follow-up with vendor in case of delay in response
- vi. Closure of call
- vii. Prepare incident report for SBI

Access Control:

The access control system will require one person for constant monitoring and carrying out tasks such as allotting new access cards, assistance during any problems of the genuine use of the Access Control system, monitoring the log of all entry and exits to and from the Data Centre and bringing any suspicious activity to the attention of the designated Bank officials. As and when required OR on the defined periodicity, person responsible should generate attendance reports from the systems. The educational level required will be graduation or Diploma in any engineering discipline preferably in Computer Science/Computer Networking.

Tasks to be performed:

- i. Periodically monitor access records
- ii. Keep records of card issue
- iii. Assist during problems in use of bona fide cards
- iv. First level problem solving
- v. Allocating call to equipment vendor
- vi. Monitoring response from equipment vendor
- vii. Follow-up with vendor in case of delay in response
- viii. Closure of call
- ix. Prepare incident report for SBI

CCTV, Fire and BMS systems:

These three systems will require one person for manning. The three systems will need to be monitored and all alarms brought immediately to the attention of the designated Bank official. It will also be the responsibility of this person for maintaining the CCTV Tape Back-up procedures that have been laid down by the Bank for its Data Centres. The educational level required will be graduation or Diploma in any engineering discipline.

Tasks to be performed:

- i. Monitor CCTV & Fire alarm displays for suspicious activity and report to the designated Bank official, if any without any delay.
- ii. Replay daily record for any irregularities
- iii. Execute back-up and archiving methods
- iv. First level problem solving
- v. Allocating call to equipment vendor
- vi. Monitoring response from equipment vendor
- vii. Follow-up with vendor in case of delay in response OR for regular maintenance
- viii. Closure of call

ix. Prepare incident report for SBI

General Cleanliness:

General cleanliness is very important in the Data Centre. Two persons need to be deployed for continuously carrying out this activity.

Tasks to be performed:

- i. Dusting and damp mopping of premises
- ii. Cleaning of under floor void once a month
- iii. Cleaning of all desks and office furniture after office hours
- iv. Removal of garbage
- v. Attend to spillages etc on call

In addition to the above, any further manpower requirements that are required as per the specific requirements of the Bank may also be deployed. The information above is provided as a guideline to the vendor. Although all mandatory services are included in the RFP, any other service which is/are mandatory/essential but not included in the list, needs to be attended by the vendor.

Manpower requirements

The finally selected bidder will provide the manpower of required calibre and qualifications to manage the complete set of activities detailed under the Scope of the RFP.

Man Power requirement details for Navi Mumbai & Chennai Data Centres

Shifts->	1st		2nd		3rd		General	
Designation	Mumbai	Chennai	Mumbai	Chennai	Mumbai	Chennai	Mumbai	Chennai
BMS	2	1	2	1	2	1		
Electrician	3	1	3	1	3	1	1	
AC Tech.	2	1	2	1	2	1		
HK	4	1	4	1	2	1		2
S/G	3	2	3	2	3	2		1
S/G Lady							1	-
FM							1	1
Asst FM							1	
Total	14	6	14	6	12	6	4	4

Total Staffing

Site	1 st shift	2 nd shift	3 rd shift	General shift	Total
Belapur	14	14	12	4	44
Chennai	6	6	6	4	22
Total					66

The above requirement is only indicative, and the successful bidder has to provide more resources depending on the requirement.

Describe the Services to be performed in as much detail as possible. Identify the work place where the services will be performed and any key personnel that must be assigned to the project. Separate the Services into phases if applicable.

Out-of Scope work and Assumptions: Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Supplier's responsibility.

Project Staffing Plan: If the Services are based on time & material basis, describe the projected/agreed staffing plan

Service Performance and Delivery Methodology: Describe the project execution methodology, if applicable

Other

- The service provider has to arrange the requisite number of staff for any of the shift to meet the specific staff requirement as mention in the above table. Proper backup arrangement is responsibility of the service provider.
- The duty of staff should not be repeated in subsequent shift. However, the continuation of duty can be allowed in exceptional situations like natural calamity or any similar circumstances resulting in not accessibility to Data Centre by next shift staff.
- In case of reduction in service requirement/shut down of the Data Centre facility, bank may ask to reduce the manpower accordingly at any centre (Navi Mumbai/Chennai).
- The company should take care for the stipulated minimum wages set/revised by the Govt /Authorised Body from time to time.
- Training to the staff must be imparted on regular interval.
- The material used for housekeeping purpose must be standard brands, should be approved by Bank before brining into use.
- Verified details of staff deployed at Bank's site must be submitted (Name, Father's Name, Aadhar no, Contact No, Address) and Background verification report from appropriate authority. Revised details should be submitted as and when any changes take place.

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.]

i. Licensing Requirements

STATUTORY COMPLIANCE

a) Service Provider shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable it to discharge its obligations under this agreement, which shall be a condition precedent. Service Provider shall furnish BANK with copies of all such licenses, certificates etc., as and when demanded by BANK.

b) Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF), Minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act, Workmen Compensation Act and all other applicable to labour enactment. Service Provider shall maintain proper books of account, records and document and shall produce them to BANK as and when required by them.

c) Service Provider shall alone be responsible for the payment of wages and all other statutory payments / legal dues payable to its employees deployed under this Agreement, from time to time and at all times, during the currency of this Agreement. Service Provider should furnish proof of all such payments to its employees deployed at the BANK's site and also the proof of Statutory Remittances towards ESI and PF etc. Further Service Provider should furnish if need be the proof of statutory deduction of its employees engaged at BANK's premises.

ii. Supervision

SERVICE PROVIDER shall deploy its authorized representatives and supervisors to be present at the place of work during all working hours to ensure satisfactory rendering of services. Service Provider shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions / directions are issued to them in the course of the performance of the tasks.

iii. Standard Of Discipline

Service Provider shall ensure that its employees while carrying out their obligations under the scope of this RFP shall observe all required standards of cleanliness, decency and decorum, safety and general discipline. All personnel deployed should be neatly dressed and well groomed at work. If any of the employee(s) engaged by Service Provider is / are indulge in misdoing, Service Provider should replace the employee (s) immediately and should give replacement and also co-operate in the investigation if the need arises.

iv. Termination / Reduction

This Contract can be terminated by either party by giving three months prior notice in advance, in the event of poor service, contravention/violation of labor laws, or breach of contract.

- In case of reduction in service requirement/shut down the facility, bank may ask to reduce the manpower accordingly at any center (Belapur, Navi Mumbai /Chennai).

v. Charges & Payment terms

BANK will pay to the Service Provider on the agreed amount as per Appendix E, pertaining to the Facility Management Services i.e. **M & E (HVAC Operations, Electro - Mechanical, Services, Building Management System), House Keeping and Security Services for its Data Centre at Mumbai & Chennai.**

Service Provider shall raise Invoice for the services rendered for the month on or before the 30th / 31st day of the said month and the same shall be paid by BANK by 10th day of the succeeding month, including the Service Tax and VAT on the prevailing rates. The total amount will be paid subject to applicable TDS and all other applicable deductions, for the manpower deployed (schedule given under para 7 of this RFP) for rendering the services as laid down in this RFP.

vi. Services during the contract period

The bidder will provide uninterrupted services to Bank during the currency of the Contract and should be available to the Bank, in case Bank decides to extend the services for a period of additional one year block subject to maximum 2 blocks.

vii. Tools and Consumables

The selected bidder will be responsible to make necessary arrangements for carrying out the Facility Management Services entrusted by the Bank, including all tools and consumables.

viii. Limitation of Liability

For breach of any obligation mentioned in this agreement, 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 amount payable by bank to the service provider during the last preceding year.

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.

The limitations set forth herein shall not apply with respect to:

- Damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- When a dispute is settled by the Court of Law in India.

- d. Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

ix. Confidentiality / Secrecy

- a. Service Provider, its supervisors, its employees and anyone acting under it for the purpose of this Agreement shall maintain strict confidentiality of the information belonging to BANK that may have come into its/ their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be divested or disclosed to any third party under any circumstances, whatsoever, without obtaining prior written approval from BANK. Service Provider will not disclose the physical specifications of any equipment maintained in the Data Centre, nor take any photograph of any part of the premises. No damage shall be done to the assets of the Data Centre. Service Provider will abide by all Security / Secrecy rules laid down by BANK. Each employee of Service Provider will sign a statement of non-disclosure.
- b. Service Provider shall not hold it out as associated with BANK in any manner other than for the purposes of rendering the services under this Agreement.

x. Periodic Review & Inspection

The services rendered by the Service Provider will be reviewed every quarter against the SLA drawn under the Agreement.

a. Penalty

In case, Bank notices slackness or irregularity in the work entrusted, Bank can deduct 5% of the quarterly payment, maximum to 10% of the amount payable in a year.

In case any staff leaves Bank's site without information & without surrendering the access card for Data Centre and for Bank office. Bank will deduct Rs. 1000/- for each card from the very next payment to the company.

If any manpower shortage, is reported in any shift/day, the proportionate payment will be deducted as penalty.

The penalty may be recovered from project cost/BG as per discretion of the Bank

b. Termination

If the contract is terminated under any termination clause mentioned in this RFP, the Vendor should hand over all documents / Bank's data/ resources or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP.

The Bank's right to terminate a contract will be in addition to the penalties mentioned in the SLA/Contract.

xi. 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 assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10% of the annual contract amount on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

xii. Indemnity

Service Provider shall indemnify and keep fully indemnified BANK, its Officers and employees from and against all claims, demands, actions, suits and proceedings whatsoever that may be brought or made against BANK by on behalf of any person, body, authority, whomsoever and all duties, levies, penalties, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which BANK may now or hereafter be liable to pay, incur or sustain by virtue of as a result of any act of negligence, commission or omission by employees of Service Provider in the course of work under this agreement and / or any breach or violation of the terms and conditions of this Agreement. Service Provider agrees that BANK shall without prejudice to any right, be entitled to deduct from any payments / amount due and payable by BANK to Service Provider for any such duties, levies, penalties, taxes, losses, damages, costs, charges and expenses etc.

A deduction of up to 10% of the monthly contract value will be made in case there is a serious lapse in service that could result in significant risk to the Data Centre environment, or in case there is consistent absence of staff or non-provision of staff.

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

Not Applicable

3. Documentation:

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

4. Place of Service¹³

¹³Brief description of place of service

1.	SBI Data Centre Belapur, Navi Mumbai.
2.	SBI Data Centre, DRC Dept, LHO Chennai.

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----

SERVICE PROVIDER shall employ efficient, qualified and trust worthy personnel to render Facility Management Services i.e. M & E (HVAC Operations, Electro - Mechanical, Services, Building Management System), House Keeping and Security Services which are fully described in RFP.

Service Provider shall submit reports on the execution of the work, deployment of its personnel, on a basis mutually agreed upon, which shall be scrutinized by the authorized representative of Bank for corrective measures to be adopted by Service Provider in discharge of its services.

- a) Bank's authorized officials shall from time to time communicate to Service Provider indicating its service requirements with instructions / specifications and the place / location where the said services have to be rendered.
- b) Upon receiving such communication from Bank, Service Provider shall deploy its personnel for carrying out the services as per Bank's requirements / specifications.
- c) The personnel employed by Service Provider will be morally good, physically and medically fit (no chronic illness) with good body physique, robust, good height and normal eye sight (6/6 with or without glasses) to carry out the assignments to the Satisfaction of Bank.
- d) Service Provider shall, before deploying its employees as contemplated above, submit to Bank the necessary details of such personnel, including their names, addresses, qualifications, experience etc.
- e) Bank shall have right to ask for replacement of any or all of the employees so deployed by Service Provider, in the event Bank finds the said personnel of Service Provider, not meeting the requirements or not up to the satisfaction of Bank on any account.

f) Service Provider shall give undertaking that all the personnel deployed by it for carrying out the work under the Agreement shall be its own employees, with the exception of Security Staff, and under no circumstances and on no account the employees of Service Provider, or its sub-contracted Security Staff, shall be construed or deemed to be employees of Bank. All the persons employed or engaged by Service Provider including the outsourced Security Staff, in connection with its obligation under this agreement shall be employees of Service Provider.

g) Service Provider shall display the Charter of duties of Guards / BMS staff at their designated location in consultation with Bank.

h) Service Provider shall provide a well-defined Standard Operating Procedures (SOP) detailing the work procedures and necessary actions with escalation procedures need to be carried out in the event of emergency including Bomb or Fire.

i) Any change in manpower / replacement shall be done after getting clearance from the Security Officer / Fire Officer.

j) The service provider has to arrange the requisite number of staff for any of the shift to meet the specific staff requirement as mention in the above table. Proper backup arrangement is responsibility of the service provider.

k) The duty of staff should not be repeated in subsequent shift. However, the continuation of duty can be allowed in exceptional situations like natural calamity or any similar circumstances resulting in not accessibility to Data Centre by next shift staff.

l) In case of reduction in service requirement/shut down of the Data Centre facility, bank may ask to reduce the manpower accordingly at any centre (Navi Mumbai/Chennai).

m) The company should take care for the stipulated minimum wages set/revised by the Govt /Authorised Body from time to time.

n) Verified details of staff deployed at Bank's site must be submitted (Name, Father's Name, Aadhar no, Contact No, Address) and Background verification report

from appropriate authority. Revised details should be submitted as and when any changes take place.

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.
- 6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

7. Correction of Deficiencies in Deliverables as mentioned in Annexure A

- 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**.¹⁴
 - b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

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 Complaints¹⁵

¹⁴ Please mention relevant annexure.

¹⁵ Describe in detail the service complain methodology for the services.

ANNEXURE-B

INFRASTRUCTURE MANAGEMENT METRICS *<strike off which ever in not applicable>*

(a) Service metric for Recovery Time objective (RTO) ***Not Applicable***

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting to <i><Place></i> DC	<i><.....></i> (requirement to be filled by the concerned dept.)/ 4 hours <i><strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>

(b) SLA for Recovery Point Objective : ***Not Applicable***

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting to <i><Place></i>	<i><.....></i> (requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery <i><strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>

(c) INFRASTRUCTURE SUPPORT METRICS : ***Not Applicable***

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
<i><to be filled in by the concerned dept. depending on</i>	Level 1	<i><.....></i>
	Level 2	<i><to be filled in by the concerned</i>

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
<i>the criticality of service></i>	Leveln	<i>dept. depending on the criticality of service></i>
<i><to be filled in by the concerned dept. depending on the criticality of service></i>	Level 1	
	Level 2	
	Level.....n	

ANNEXURE-C

SERVICE DESK SUPPORT METRIC : *Not Applicable*

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type level 1, <i><strike off which ever in not applicable></i>	<i><.....(requirement)/ call escalated by sbi service desk toservice provider's team> <strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>
	Call type level 12, <i><strike off which ever in not applicable></i>	<i><.....(requirement)/ call escalated by sbi service desk toservice provider's team> <strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>

SERVICE LEVEL REPORTING/ FREQUENCY¹⁶

Daily , weekly and monthly need to specify

Report Name	Interval	Recipient	Responsible

SERVICE REVIEW MEETING¹⁷ *<strike off if not applicable>*

Half yearly *Basis*

¹⁶The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

¹⁷The purpose of this section to describe the frequency of meeting and composition of service review board.

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

ANNEXURE-D

ESCALATION MATRICS¹⁸ *<strike off if not applicable>*

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

¹⁸ To ensure that the service beneficiary receives senior management attention on unresolved issues, service provider operates a problem escalation procedure in order that any unresolved problems are notified to service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

Maintenance		<i>no.></i>			
Service Desk Support		<i><Name, designation contact no.></i>			

ANNEXURE-E

< 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

In case, Bank notices slackness or irregularity in the work entrusted, Bank can deduct 5% of the quarterly payment, maximum to 10% of the amount payable in a year. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

In case any staff leaves Bank's site without information & without surrendering the access card for Data Centre and for Bank office. Bank will deduct Rs. 1000/- for each card from the very next payment to the company.

If any manpower shortage, is reported in any shift/day, the proportionate payment plus additional 2% will be deducted as penalty.

The penalty may be recovered from project cost/BG as per discretion of the Bank.

ANNEXURE-F

Transition & Knowledge Transfer Plan (As Applicable)

1. Introduction

- 1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank 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 Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
 - (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
 - (3) ensure that all relevant Assets are transferred.

3. General

- 3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank 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 Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

- 3.2.1.1 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 Service Provider to any such party;
 - 3.2.1.2 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 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank 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 Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank 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 Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay 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 Bank.
- 3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part

of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse 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) Services for which rates already specified in the Agreement shall be provided on such rates;
 - (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank 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 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 Bank 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 Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 Service Provider shall co-operate with the Bank 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 Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank 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 Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

5. Subcontractors

- 5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

Not Applicable

7. Transfer of Assets

- 7.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

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

- 7.2 Within **1 (one)** month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

- 7.3 In the event that the Required Assets are not located on Bank premises:

- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
- (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

Not Applicable

9. Transfer of Software

Not Applicable

10. Transfer of Documentation

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

11. Transfer of Service Management Process

11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

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

12. Transfer of Knowledge Base

12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to

date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

13. Transfer of Service Structure

13.1 **6 (six)** months prior to expiry or within **2 (two)** weeks notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

- (a) archive of records including:
 - (1) Questionnaire Packs;
 - (2) project plans and sign off;
 - (3) Acceptance Criteria; and
 - (4) Post Implementation Reviews.
- (b) programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

14.2 Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, **1 (one)** months prior to expiry or within **1 (one)** month of termination of this Agreement, Service Provider shall deliver to the Bank:

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or

- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

15. Training Services on Transfer

- 15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:
- (1) A training strategy, which details the required courses and their objectives;
 - (2) Training materials (including assessment criteria); and
 - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____hours. Bank may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than _____ years of experience in operating _____ software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.
- 16. Transfer Support Activities**
- 16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of

the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

- 16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:
- (1) a timetable of events;
 - (2) resources;
 - (3) assumptions;
 - (4) activities;
 - (5) responsibilities; and
 - (6) risks.
- 16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:
- (a) Change Request log;
 - (b) entire back-up history; and
 - (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.
- 16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17. Use of Bank Premises

17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.

17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXX
