

## SERVICE LEVEL AGREEMENT FOR DATA ENTRY, PHYSICAL SEGREGATION OF ACCOUNT OPENING FORMS

BETWEEN

State Bank of India,  
Asst. General manager (LCPC)  
State Bank of India

Administrative Office,  
Vijay Nagar Jabalpur 1

AND

\_\_\_\_\_ 2

Date of Commencement : \_\_\_\_\_ 3

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

This Service level agreement (SLA) must be read alongside the terms and conditions of the RFP No: SBI/LCPC/01 dated 25.08.2021. The T&Cs and schedules of the RFP, together with this entered into on \_\_\_\_ day of \_\_\_\_ month of 2021, constitute a binding agreement ("Agreement") between the parties and will apply to any, work order and/or any services supplied to the Bank by the Service provider during the Term.

\_\_\_\_\_  
<sup>1</sup>Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

<sup>2</sup>The other Party (Contractor/ Service Provider) to the Agreement

<sup>3</sup>Effective Date from which the Agreement will be operative.

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(Please check page no and insert correct page no before executing the agreement)

## AGREEMENT

This agreement for \_\_\_\_\_ (hereinafter '**the Agreement**')

made on \_\_\_\_\_ day of \_\_\_\_\_ (Effective Date).

Between

**State Bank of India, a statutory body** constituted under the State Bank of India Act, 1955, having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at **Bhopal** through its **LCPC** Office/ Department at **Jabalpur (MP)** hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

\_\_\_\_\_ a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956 or 2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and the Service Provider are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

## RECITALS

### WHEREAS

(i) The Bank is carrying on the business in banking in India and overseas and desirous to avail the services of a Vendor/Service provider for Scanning and Digitisation of the Bank records. Accordingly, the RFP No. .... for the said purpose was published by the Bank on ..... and Final selection of the vendors was done through e- reverse auctions on .....

(ii) The Service Provider is in the business of providing such services and agreed to provide the services as may be required by the Bank as mentioned in **Annexure A** of this Agreement and in the Request for Proposal (RFP) No SBI/LCPC/01 dated 09.08.2021 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and the 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 terms and conditions hereinafter contained, in addition to all the contents of RFP No. No: SBI/LCPC/01 and its corrigendum/clarifications/amendment thereto issued by the Bank:

## 1. DEFINITIONS & INTERPRETATIONS

**1.1. Capitalised Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

**1.1.1. “Agreement/ Contract”** means this agreement including all its Annexures, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

**1.1.2. “Service”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

- 1.1.3 “The Bank” means State Bank of India, Local Head Office Bhopal represented through its LCPC, Jabalpur.
- 1.1.4 **“Confidential Information”** shall have the meaning set forth in Clause \_7;
- 1.1.5 “Services’ shall mean and include the Services offered by Service Provider more particularly described in Annexure A of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance Services <Strike off whichever is Inapplicable> and other obligation of Service Provider to be provided under this Agreement and the RFP No. SBI/LCPC/01 dated 25.08.2021.
- 1.1.6 **“Deficiencies”** shall mean non-satisfactory outcome of the services/defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.7 **“Effective Date”** shall mean the date on which this Agreement takes effect.
- 1.1.8 **“Intellectual Property Rights”** shall mean and include on a worldwide basis, any and all: (a) copyrights and all renewals thereof, rights associated with works of authorship, including copyrights & moral rights;; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets, other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information) and patents, designs, algorithms and other industrial property rights; (d) all other intellectual property and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;

- 1.1.9 **“Total 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
- 1.1.10 **“Purchase Order (PO)”** shall mean PO NO. \_\_\_\_\_ dated \_\_\_\_\_ issued to Service Provider.
- 1.1.11 **“Reports”** shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.
- 1.1.12 **“Request for Proposal (RFP)”** shall mean RFP NO. SBI/LCPC/01 dated 25.08.2021 along with its clarifications/ corrigenda/addenda issued by the Bank from time to time.
- 1.1.13 **“Service Provider/ Vendor”** shall mean the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Technical and Commercial Bid has been accepted and who has emerged as the Successful Bidder(s)(L1) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- 1.1.14 **“Circle”** means LHO centre and branches/offices under the administrative control of the Local Head Office (LHO).

## **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.

## **2. COMMENCEMENT & TERM**

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

**2.2.** This Agreement shall be in force for a period of \_\_\_\_\_ year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

**2.3.** The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the same terms and conditions.

**2.4.** Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## **3. SCOPE OF SERVICES:**

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

## **4. REPRESENTATIONS AND WARRANTIES**

**4.1.** Each of the Parties represents and warrants in relation to itself to the other that:

**4.1.1.** 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.

**4.1.2.** 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.

**4.1.3.** It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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

**4.1.5.** 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.

#### **4.2. Additional Representation and Warranties by Service Provider.**

**4.2.1.** The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

**4.2.2.** The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

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

**4.2.4.** The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

**4.2.5.** The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

**4.2.6** Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.

**4.2.7** Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for 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 when requested.

4.2.8 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. RESPONSIBILITIES OF THE BANK

### 5.1.

- (i) Providing Infrastructure as per Annexure A.
- (ii) Making AOFs and other bank records available to vendor at Bank premises for Data entry.
- (iii) Sample checking of Data Entry.

## 6. RESPONSIBILITIES OF THE SERVICE PROVIDER

**6.1** To arrange manpower as per Annexure A and start work as per the stipulation there.

**6.2** In case of service provider unable to provide the facility as per time scheduled in the para 6.1 above Bank may impose penalty as per Annexure B.

### 6.3 Service Delivery responsibilities

- (a) To adhere to the service levels documented in this Agreement.
- (b) Service provider, shall *ensure that* Service provider personnel will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (c) Adhere to Infrastructure Facility and job schedule as per Annexure A.

### 6.4 Security Responsibility

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

### 6.5 Service Provider's obligations:

- (a) The **Service Provider** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art

methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

(b) The **Service Provider** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

(c) The **Service Provider** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The **Service Provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

(d) The **Service Provider** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

(e) The **Service Provider** shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

(f) **Service Provider** will provide details of employees to be deployed for scanning and digitisation along with their photo, ID proof to the Bank at the beginning of service and whenever there is any addition or removal or change in employee.

**(g) Insurance:**

i. All the infrastructure created by the **Service provider** at the site shall have to be insured by the vendor at his own cost to cover all the required risks.

ii. Should any loss or damage occur, to **service provider's** infrastructure, the **service provider** shall initiate and pursue claims till settlement and promptly make arrangements for repair and/or replacement of any damaged item to the satisfaction of the Bank, irrespective of the settlement of claim by the underwriters.

iii. **Service Provider** to take adequate insurance for compensating Bank, the loss (storing) suffered due to deficiencies in services either by the **Service Provider** or its employees.

iv. The Service Provider shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be

exposed to due to the deficiency in services provided by the Service Provider or due to any fraud, negligence, misconduct of the Service Provider or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-contractor of the Service Provider. The Insurance obtained shall cover all direct losses and also indirect losses such as Reputational Loss, Financial Loss, Operational Loss etc.

## **6.6 GENERAL INDEMNITY**

- (i) Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 6 herein above, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on service provider.
- (ii) Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- (iii) The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.
- (iv) The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

- (v) The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank or of any liability arising out of the breach of the provisions of the Information Technology Act, 2000 or any other act for the time being in force, by service provider or due to any act or omission by the Service Provider, deliberate or otherwise.
- (vi) The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
  - a) The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
  - b) The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

## **7. CONFIDENTIALITY**

**7.1.** For the purpose of this Agreement, Confidential Information shall 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 including but not limited to (i) information of all kinds, whether oral,

written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service. . It is further agreed that that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not and all information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.

7.2. In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent. 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

7.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.3. Notwithstanding the above, the Service provider may reveal the Confidential Information to only its employees and other parties as approved by the Bank , and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of

any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.

7.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain

one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.7. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.

7.3. The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person

other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

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

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

7.6. The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

7.7. Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

7.8 Service provider undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Service provider acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Bank 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.

7.9 Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the Service Provider by the Bank in connection with the performance of obligations of Service Provider under this agreement, in part or complete shall be considered to be confidential and

proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.

7.10 The Confidential Information will be safeguarded, and service provider will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Service Provider of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Service Provider from any such breach, threatened or actual.

7.11 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

## **8. RELATIONSHIP BETWEEN THE PARTIES.**

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

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

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

8.4. 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.

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

8.6 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.

## **9. SUB-CONTRACTING**

As per scope of the RFP and this Agreement, subcontracting is prohibited. In view of the confidential and sensitive nature of documents, the sub-contracting will not be permitted under any circumstances. If the vendor is found to be sub-contracting, at any stage, the Bank shall cancel this Agreement and forfeit the Performance Bank Guarantee besides taking other steps, as deemed fit by the Bank.

## **10. PERFORMANCE GUARANTEE & PENALTY**

**10.1.** The Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. 60,000/- valid for a period of one year six months from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank as provided in Annexure - \_\_ of the RFP. 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 the invoking of Bank Guarantee. The Service provider shall be allowed to perform the services under this agreement only upon submission of the Bank guarantee to SBI.

**10.2.** Performance of the obligations under the Agreement/RFP shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

**10.3.** Any unexcused delay by the Service Provider in the performance of its Contract obligations under this Agreement shall render this Agreement to be terminated forth with by the Bank.

**10.4.** If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the

Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

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

10.6 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.

#### **10.7. LIMITATION ON LIABILITY:**

10.7.1 For breach of any obligation mentioned in this Agreement or the RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project for a period of **one year six months** subject to a maximum of **Rs.60,000/-**, besides other actions mentioned in the RFP like forfeiture of equipment, etc. 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.

10.7.2 Under no circumstances shall the Bank be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue of the Service provider.

10.7.3 The limitations set forth in Clause \_\_\_\_ shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause \_ i.e. infringement of third-party Intellectual Property Rights;
- (ii) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;

(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.

(v) Liability arising out of the breach of the provisions of the Information Technology Act, 2000 or any other act for the time being in force, by service provider/ vendor or due to any act or omission of the service provider/ vendor.

10.7.4 For the purpose of clause 10.7.3 (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.

10.7.5 "Wilful 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.

10.7.6 In case of deficiency in services as defined in this Service Level Agreement (SLA) by the Service Provider or by his authorized agent which causes Reputational Loss, Financial Loss etc. to the Bank, a penalty may be imposed on the Service Provider, as decided by the Bank, in addition to termination of services followed by intimation to professional licencing authority and to RBI and IBA as well.

## **11. FORCE MAJEURE**

**11.1.** 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.

**11.2.** 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, quarantine restrictions, if any, declared by the Government, declared general

strikes in relevant industries, vis Major Act of Government, impeding reasonable performance of the Contractor and / or but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

**11.3.** If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**11.4.** If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **12. COMPLIANCE WITH LAWS.**

**12.1.** Service Provider hereby 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.

**12.2.** Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, required for performing the Services under this Agreement

**12.3.** Service Provider shall be solely liable & responsible for compliance of applicable Labor Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labor, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above. Further the Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting in-

quiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Service Provider.

**12.4.** Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

### **13. RIGHT TO AUDIT**

**13.1.** It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank and whenever certification is required by external empanelled auditors appointed by the Bank, cost of certification will be borne by the Vendor (Service Provider).

**13.2.** The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

**13.2.1.** \_\_\_\_\_ (Service Provider) have to get themselves annually audited by external empanelled Auditors appointed by the Bank, covering the risk parameters finalized by the Bank and the vendors are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Bank's empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider

shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.

**13.3.** It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.

**13.4.** The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.

**13.5.** The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.

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

**13.7.** The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.

**13.8.** The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

**13.9.** The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.

#### **14. FEES, TAXES DUTIES & PAYMENTS**

**14.1.** The Service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India .The Payment Terms for the services which the Service Provider has to provide to the Bank is in terms of **Annexure-D** subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

Only specified taxes/duties as mentioned in Annexure-D will be payable by the Bank on actuals, upon production of original receipt wherever required. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any

tax/ duties imposed by local bodies/ authorities, which are not specified in **Annexure D**.

Amounts payable to the Service Provider as stated in **Annexure D** shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.

The Bank may withhold payment of any 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.

**14.2.** All other taxes, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

**14.3.** All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

14.4. Any tax/duty/ statutory charges which is the responsibility of the service provider /vendor to pay as per the terms of this Agreement, is paid by the Bank in case of default by the vendor, the bank shall have the right to adjust the same against the agreed consideration amount for the services provided under this Agreement or get the same reimbursed from the bills of the service provider/vendor.

## **15. TERMINATION**

1.1 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/Agreement;
- (iv) Laxity in adherence to standards laid down by the Bank; or

- (v) Discrepancies/deviations in the agreed processes and/or Services.; or
- (vi) 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 21.1 (i) to 21.1 (vi), 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.

- (vii) For inconvenience or in the interest of the Bank.

1.2 The Bank, by written notice of not less than 30 days, may terminate the Agreement, in whole or in part, for its convenience without assigning any reasons thereof and the Service provider shall not be entitled to dispute the same in any manner. 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.

1.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to clause 18 Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

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

1.4.1 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.

1.4.2 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.

1.4.3 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 employee(s).

1.4.4 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.

1.4.5 The Bank may, at any time, terminate the Contract by giving written notice to the Selected Agency, if the Selected Agency becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Selected Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank

1.4.6 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 confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

1.4.7 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

1.4.8 The Bank's right to terminate the services will be in addition to the penalties / liquidated damages and other actions as deemed fit.

1.4.9 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 as provided in this agreement on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

## **16. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.**

**16.1.** The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

**16.2.** The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

16.3 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.

16.4 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 2% on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **17. ARBITRATION**

**17.1.** Both the parties should try to resolve any dispute amicably. If however, the parties are not able to solve the dispute amicably, the same shall be referred to the sole Arbitrator appointed by the Deputy General Manager (CS & Ops), SBI, LHO, Bhopal and the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time shall be

applicable to such proceedings. The vendor/Service provider has no objection to any such appointment to the effect that the arbitrator so appointed is bank's own officer. The award of the arbitrator so appointed shall be final and binding on both the parties in regard to such disputes or differences. The arbitration proceedings shall take place at Jabalpur (MP). The provisions of the Arbitration and Conciliation Act, 1996, and rules framed thereunder and in force shall be applicable to such proceedings and the language of the arbitration proceedings and that of the documents and communications between the parties shall be English."

**17.2.** The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

**17.3.** Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

The Service provider shall continue the work under the Contract 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.

## **18. GOVERNING LAW & JURISDICTION**

**18.1.** The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

**18.2.** Subject to clause 18 the Parties agree to submit to the exclusive jurisdiction of the appropriate court in \_\_\_\_\_ in connection with any dispute between the Parties under the Agreement.

## **19. ENTIRE AGREEMENT**

**19.1.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

**19.2.** This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

**19.3.** If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

**25.1.1** This Agreement;

**25.1.2** Annexure of Agreement;

**25.1.3** Work Order No. \_\_\_\_\_ dated \_\_\_\_\_; and

**25.1.4** RFP and amendments thereto

## **20. SEVERABILITY**

**20.1.** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **21. NOTICES:**

**21.1.** Any notice, invoice, approval, advice, report 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, 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 telegram or facsimile)

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

**21.3.** Address for communication to the Parties are as under:

**21.3.1.** To the Bank

Assistant General Manager

State Bank of India

LCPC-administrative Office

Vijay Nagar Jabalpur

**21.3.2.** To Service Provider

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## **22 CONFLICT OF INTEREST**

22.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.

22.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interest's paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

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

22.4 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.

22.5 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement.

### **23 POWER TO VARY OR OMIT WORK**

- a. 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.

- b. 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.

## **24 INTELLECTUAL PROPERTY RIGHTS**

24.1 the Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.

24.2 Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

24.3 Subject to clause 8.4 and 8.5 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 of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.

24.4 he 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 defence 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.

24.5 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 by the Bank.

24.6 All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.

24.7 In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product

## **25 LIQUIDATED DAMAGES**

25.1 If Service Provider fails to start work within 30 days of executing SLA or fails to perform any or all the Services within the stipulated time schedule as specified in this Agreement,

the Bank may, without prejudice to its other rights and 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 5% of the total Project Cost for delay of each week or part thereof maximum up to Rs 10 Lacs. Once the maximum is reached, the Bank may consider termination of Agreement. Further Bank may cancel the order and invoke PBG in addition to charging liquidated

## 26. MISCELLANEOUS

**26.1.** Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

**26.2.** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**26.3.** 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.

**26.4.** The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

**26.5.** 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.

**26.6.** If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

**26.7.** The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

**26.8.** All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.

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

**26.10.** Review of services will be carried out by the Bank at Half yearly intervals and in case of any deviations regarding delivery of services will be dealt with according to the provisions as mentioned elsewhere in this SLA.

**26.11.** Identification of the employee of vendor(s) to access the Bank's activity / process outsourced within the Bank will be ensured by way of biometric authentication which could even include Aadhar authentication.

26.12 During the term of this Agreement and for a **one year Six months** thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. 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.

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

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

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

WITNESS:

**1.**

**1.**

**2.**

**2.**

## **Annexure A**

### **Scope of Work & SOP**

- 1 The Service provider has to provide services relating to **Data entry physical segregation of Account opening forms for LCPC Jabalpur**
  - The **data entry** to be saved in **excel sheet** based on account number.
  - The vendor has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
    - The document **Account opening forms** should be properly and securely kept for **data entry** and returned to the authorized officer on daily basis. A log register should be properly maintained detailing all the movement of document.
  - The vendor shall provide good quality sufficient and skilled manpower.
  - Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
  - Unfinished work / left out work / error rectifications pertaining to the expired contract period to be completed during the present agreement period on priority basis without any extra cost to the Bank.
  - Bidder to start work and test compatibility within one week of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.
  - Bidding shall to be done in two parts:
- 11 Technical bidding
  - Commercial Bidding only for those who qualified in technical bidding.
  - In case of loss of any file, documents, pages, security documents while in the custody of the service provider, then the service provider would be liable for the penalty as per annexure K(i)
  - The Service provider has to provide services relating to **Data entry physical segregation of Account opening forms and packing them in pre-defined Boxes for LCPC Jabalpur**
    - The **data entry** to be saved in **excel sheet** based on account number.
    - The vendor has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
    - The document **Account opening forms** should be properly and securely kept for **data entry** and returned to the authorized officer on daily basis. A log register should be properly maintained detailing all the movement of document.
      - The vendor shall provide good quality sufficient and skilled manpower.
      - Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
      - Unfinished work / left out work / error rectifications pertaining to the expired contract period to be completed during the present agreement period on priority basis without any extra cost to the Bank.

- Bidder to start work and test compatibility within one week of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.
- Bidding shall to be done in two parts:

#### 12 Technical bidding

- Commercial Bidding only for those who qualified in technical bidding.
- In case of loss of any file, documents, pages, security documents while in the custody of the service provider, then the service provider would be liable for the penalty as per annexure K(i)

<b>Scope of Work</b>
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<b>Standard Operating Procedure (SOP)</b>
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This step includes the following:

#### **Step 1: AOF Identification.**

- Identifying the quality and condition of the documents. Documents will be in form of Account Opening Forms.
- On receipt of the set of particular **Account opening form** and associated enclosures/other records (handing over by Bank' Official will be noted in a register), Vendor will check for mutilation, worn out etc. which will be informed to the Special Team leader. Vendors will undertake the following activities:
  - **Data entry for Account Number**
  - **Validation with the help of software provided by Bank**

#### **Step 2: Receiving the files**

The following includes:

- Collection of documents from Bank Official.
- Cleaning and Dusting of Documents.
- Bank official will make an entry in the log register while handing over the document.
- Vendor will accept the log and physical AOF. As part of this verification, the vendor is advised to verify the document quality with the Bank official and any discrepancy should be brought to the notice of the Bank representative.
- Under no circumstances shall the documents be changed. Mutilated, destroyed or replaced by some other documents.
- Vendor will provide the name and ID if the authorised person, who will receive documents for data entry. Bank will also authorise, an official who will hand over and receive back AOF to and from the vendor authorised representative.

#### **Step 3: Data entry**

1. Vendor will attach the generated barcode as a Unique file ID for all the forms **after data entry**. Bar code will be pasted on the Box.

#### **Step 4: Post Data entry and handing over the AOF**

- a. After the Data entry AOF to be handed over to bank authorised official.
  - (a) Any damage to the OAF collected shall make the vendor liable to penalty as specified.
  - (b) Vendor to Maintain outward log for AOF returned back to Bank.
  - (c) Vendor is required to take back up of incremental data at the end of the day. The backup shall be taken on hard disk in a secured storage for data retrieval in case of emergency. Vendor to ensure data security and confidentiality while taking back up.
  - (d) The vendor shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission from Bank.

**Step 5. Quality Check:** Quality Check involves verification of the data captured and carrying out necessary rectification in case of errors in data. Quality check in the document should be as under:

- a. Physical segregation of **Account opening form** and associated documents/relevant enclosures is correctly done as per Bank's instruction.
- b. All Account opening forms **must enter in Software**.
- c. **Data entry for** Same document/duplicate document should not be done multiple times.

**Bidder to start work and test compatibility within one month of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order.**

#### **Step 6. Responsibility Statement**

- i. The Vendor should ensure that Manpower **is** deployed to the maximum capacity in the space provided by the Bank to complete the project as per timelines.

8 Vendor should follow the guidelines / instructions of the Bank officials for day to day data **entry** activity.

9 Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.

10 Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals. The vendors employees will be

frisked and scanned and will not be allowed to take any pen or copying or photo camera inside the workplace and will be under CCTV Surveillance

#### Step 7. REPORTS

The Service Provider is required to provide the data entry daily report/monthly report as per Bank's requirement and periodicity, to the designated officer of the Bank.

- Total No of physical AOF Fed

#### **9.IMPROVEMENTS IN PROCESSES**

The vendor will be open to any up gradation/improvement in the system/processes which will contribute to better Records Management with Bank's consent, under intimation to the Bank.

#### **10.MISC ITEMS**

- Vendor will work inside Bank premises and the Bank will provide working space, desks, chairs, power connection, CCTV. Cost of power consumption for data entry will be borne by Bank

### **Standard Operating Procedure (SOP)**

This step includes the following:

#### **Step 1: File Identification.**

- a. Identifying the quality and condition of the documents. Documents will be in form of Account Opening Forms.
- b. On receipt of the set of particular Account opening form and associated enclosures/other records (handing over by Bank' Official will be noted in a register), Vendor will check for mutilation, worn out etc. which will be informed to the Special Team leader. Vendors will undertake the following activities:
  - Data entry for Account Number
  - Validation with the help of software provided by Bank
  - Bunch preparation and kept in Boxes (Boxes will be provided by the Bank)

#### **Step 2: Receiving the files**

The following includes:

- a. Collection of documents from Bank Official.
- b. Cleaning and Dusting of Documents.
- c. Bank official will make an entry in the log register while handing over the document.
- d. Vendor will accept the log and physical AOF. As part of this verification, the vendor is advised to verify the document quality with the Bank official and any discrepancy should be brought to the notice of the Bank representative.

- e. Under NO circumstances shall the documents be changed. Mutilated, destroyed or replaced by some other documents.
- f. Vendor will provide the name and ID of the authorised person, who will receive documents for data entry. Bank will also authorise, an official who will hand over and receive back AOF to and from the vendor authorised representative.

### **Step 3: Data entry**

- 1. Vendor will attach the generated barcode as a Unique file ID for all the forms after data entry. Bar code will be pasted on the Box.

### **Step 4: Post Data entry and handing over the AOF**

- (a) After the Data entry and packing in Boxes provided by the Bank, handover Boxes to the authorized person LCPC for despatch to ODAC.
- (b) Any damage to the OAF collected shall make the vendor liable to penalty as specified.
- (c) Vendor to Maintain outward log for AOF returned back to Bank.
- (d) Vendor is required to take back up of incremental data at the end of the day. The backup shall be taken on hard disk in a secured storage for data retrieval in case of emergency. Vendor to ensure data security and confidentiality while taking back up.
- (e) The vendor shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission from Bank.

**Step 5. Quality Check:** Quality Check involves verification of the data captured and carrying out necessary rectification in case of errors in data. Quality check in the document should be as under:

- d. Physical segregation of Account opening form and associated documents/relevant enclosures is correctly done as per Bank's instruction into Boxes provided by the Bank.
- e. All Account opening forms must enter in software have Data entry.
- f. Data entry for Same document/duplicate document should not be done multiple times.

**Bidder to start work and test compatibility within one month of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order.**

## **8 Responsibility Statement**

1 The Vendor should ensure that Manpower is deployed to the maximum capacity in the space provided by the Bank to complete the project as per timelines.

2 Vendor should follow the guidelines / instructions of the Bank officials for day to day data entry activity.

3 Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.

**• Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals. The vendors employees will be frisked and scanned and will not be allowed to take any pen or copying or photo camera inside the workplace and will be under CCTV Surveillance**

• The Vendor should ensure that Manpower are deployed to the maximum capacity in the space provided by customer to complete the project as per timelines.

• Vendor should follow the guidelines / instructions of the Bank officials for day to day activity.

• Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.

• Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals. The vendor employees will be frisked and scanned and will not be allowed to take any pen or copying device or photo camera inside the workplace and will be under CCTV surveillance.

## **REPORTS**

The Service Provider is required to provide the data entry daily report/monthly report as per Bank's requirement and periodicity, to the designated officer of the Bank.

**Total No of physical AOF sorted and segregated into Boxes as specified by bank**

### **IMPROVEMENTS IN PROCESSES**

The vendor will be open to any up gradation/improvement in the system/processes which will contribute to better Records Management with Bank's consent, under intimation to the Bank.

### **MISC ITEMS**

- Vendor will work inside Bank premises and the Bank will provide working space, desks, chairs, power connection, CCTV. Cost of power consumption for scanning and digitization will be borne by Bank
- Vendor will bring computers, servers, scanners, cabling of the scanners to computers and servers, UPS, equipment's for pinning, unpinning and any other item required for smooth functioning scanning and digitization.

## Annexure -B

### **Penalty Clause**

1. Work should be performed by the vendor in accordance with the time schedule and quality approved by the Bank as specified in the contract.

- i. Selected vendor to start work and test compatibility within one week of signing SLA
- ii. In the event of failure to maintain performance matrix specified in the Vendor Performance Matrix (Annexure K (ii)), penalties at the rate of 100 % of the project cost prepayment milestone period/ Rs. 50000/- per month whichever is lower would be levied per month/ payment milestone period subject to a maximum penalty of Rs.30 Lacs or 3 months payment to vendor whichever is higher. The penalties payable by the Vendor shall be in addition to the liquidated damages of as mentioned at para 42 of the RFP. It shall be the responsibility of Vendor to deploy sufficient manpower and resources to complete the task within the stipulated time schedule to avoid any penalty and/or liquidated damages under this clause.
- iii. In the event of loss of securities/documents/title deeds by the Vendor during the process of scanning and storing back into colour coded folders and/or activities associated with the process entrusted by the Bank, Vendor shall compensate the Bank to the whole extent of rebuilding cost including the penalties or cost, if any, awarded by any court/tribunal/legal forum payable by the Bank to its customers in addition to payment of penalty at 5% of project cost per instance per LCPC subject to a maximum of Rs.10 Lacs
- iv. If the quality of the output is found to be unsatisfactory, the vendor to rescan it at no extra cost. However, penalty will be imposed if vendor fails to stick to over all timeline.
- v. If vendor imposed with 3 penalties during SLA period then, Bank may cancel the work order apart from invoking PBG and initial deposit. . In such case decision taken by Bank will be the final and will bind all the parties.
- vi. If any of the images in a document is found to be of bad quality or found to be unfit for to upload in EDMS, Bank may reject the entire PDF file which shall be rescanned by the vendor without extra cost and within the overall time set.
- vii. Vendor has to ensure that sufficient infrastructure and manpower is deployed to complete the project as per timelines.
- viii. In case of non-adherence to the timeline's penalty would be imposed as applicable.

2. The Vendor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Vendor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Vendor and it shall be the sole responsibility and liability of the Vendor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

3. **The Vendor should process, for the entire duration of the contract, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1970 and rules thereunder, if applicable. The Vendor shall comply with all rules and regulation in force under the said Act and rules. The Vendor shall comply with all applicable laws, rules and regulation relating to Provident Fund, Payment of Bonus, Minimum Wages, holiday/Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.**

## **Annexure K (ii)**

### **Vender Performance Matrix**

The vendor is expected to deploy manpower and equipment so as to meet monthly targets as under. Failure to meet Monthly target (based on daily target of 50000 entries per day multiplied by number of working days of the month will attract penalty as per the penalty clause in Annexure K(i).

- i. Monthly target for data Data entry physical segregation of Account opening forms and packing them in pre-defined Boxes for LCPC Jabalpur in Boxes = daily target \* no of working days
- ii) Daily target for data entry = 50000 per day
- iii) Minimum 80 % of the monthly target to be achieved failing which penalty as per the penalty clause in Annexure K(i) will be imposed.

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### **Vender Performance Matrix**

The vendor is expected to deploy sufficient manpower so as to meet monthly targets as under. Failure to meet Monthly target (based on daily target multiplied by number of working days of the month) will attract penalty as per the penalty clause in Annexure K(i).

penalty as per the penalty clause in Annexure K(i).

LCPC	Monthly target for data entry Physical segregation of AOF and packing them into predefined boxes
	i) Daily target for data entry: 50000 data entry per day iii) Minimum 80 % of the monthly target of data entry failing which penalty as per the penalty clause in Annexure K(i) will be imposed.

**Annexure -C**  
**Commercial Rate details**

Sr. No.	Description	Rate per Image (INR)
1.	<p><b>Recurring Cost per AOF data entry:</b></p> <p>Recurring Cost per AOF data entry:</p> <p>The bidder has to give a single rate taking into consideration all the Costs towards, Data entry, physical segregation of account opening forms and packing them into pre-defined Boxes, as per the scope of work in the RFP document.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. The above rate should include cost/service/infrastructure /support/ resources employed and deployed by the vendor at LCPC, Jabalpur.</li> <li>2. The price quoted shall be quoted only in Indian Rupees and should be inclusive of all taxes excluding GST.</li> </ol>	

(Rupees in words.....)

\* The above rate is excluding GST

Signature

Seal of Company