

Service Level Agreement

AGREEMENT FOR _____ ¹

BETWEEN

STATE BANK OF INDIA, _____ ²
AND

_____ ³

Date of Commencement : _____ ⁴

Date of Expiry : _____

This document is in the nature of a general template which needs customization depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as commercials, penalties and details of the parties etc. are to be incorporated correctly while finalization of the contract. Reference notes under the draft should be deleted while publishing SLA.

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

¹ Type/nature/name of Agreement.

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

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

⁴ Effective Date from which the Agreement will be operative.

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This agreement (“Agreement”) is made at _____ (Place) on this _____ day of _____ 20__.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Digital Banking & Transformation (D B & T) vertical at 2nd Floor, Plot No. D-41/1, MIDC Turbhe, Navi Mumbai-400705 through its D B & T-Consumer Department,⁵ hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

_____ ⁶ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at _____ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for _____ ;⁷
- (ii) _____;
- (iii) _____; and
- (iv) Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.
- (v) Parties understand and agree that under this Agreement, the Bank may time

⁵Name & Complete Address of the Dept.

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

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

to time, based on its actual requirements issue separate Purchase Order(s) to Service Provider for providing resources on T&M basis and there is no minimum or prior commitment for such orders under this Agreement. <Department to check applicability of this term based on scope and requirement of procurement, if needs modification the same may be modified accordingly.>

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.3 Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data,

origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc.

- 1.1.4 “Deficiencies” shall mean defects arising from failure or non-conformity in the Scope of the Services.
- 1.1.5 “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use Bank’s Hardware/Software such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Service)⁸, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 1.1.6 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.7 “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.

⁸ Name of Software

- 1.1.8 “Request for Proposal/Limited Tender Enquiry (RFP/LTE)” shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.9 “**EOI**” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-PartnerRelationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.
- 1.1.10 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.11 ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.
- 1.2 **Interpretations:**
- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the mutually agreed terms & conditions.
- 1.3.4 Purchase Order(s), which may be issued by the Bank time to time, shall be governed by the terms and conditions of this Agreement. Notwithstanding expiry of this Agreement, all the terms and conditions of this Agreement shall also be applicable and in full force for such Purchase Order(s) under which Service are required to be delivered beyond the term of this Agreement.

2. SCOPE OF WORK

- 2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.
- 2.1.1 Service Provider shall ensure that only its authorized employees/representatives access the Device.
- 2.1.2 Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank’s data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

3. FEES /COMPENSATION

3.1 Professional fees

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 _____

3.1.3 _____

- 3.2 All duties and taxes (excluding⁹ _____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne

⁹ Please determine the applicability of the taxes.

by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 **Payments**

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

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

3.5 **Bank Guarantee and Penalties**

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ *valid for a period of ____year(s) ____month(s)* from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. In case Services under any

Purchase Order(s) are required to be delivered beyond the term of the Contract, notwithstanding expiry of the Contract executed between the Bank and Service Provider(s), Service Provider shall be required to extend the period of PBG, beyond the above mentioned period, till three months of expiry date of Purchase Order having longest validity amongst all such Purchase Order(s).

- 3.5.2 The performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of providing requisite resources time to time and/or successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement or respective Purchase Order(s) and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement or respective Purchase Order(s).
- 3.5.4 Performance of the obligations under the Agreement or respective Purchase Order(s) shall be made by Service Provider in accordance with the time schedule¹⁰ specified in this Agreement or respective Purchase Order(s).
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank.

¹⁰ Please ensure that the time scheduled is suitably incorporated in the Agreement.

On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement or respective Purchase Order(s).

4. LIABILITIES/OBLIGATION

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

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

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
 - (c) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
 - (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
 - (e) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
 - (f) The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-G to this RFP.
 - (g) The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above

Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

- (h) _____ <the concerned dept. may add duties depending on the nature of agreement>
- (ii) Security Responsibility
 - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
 - (b) _____
 - (c) _____

5. REPRESENTATIONS & WARRANTIES

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

- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

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

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

5.2 Additional Representation and Warranties by Service Provider

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

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

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

5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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

5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious

bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

6. GENERAL INDEMNITY

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss

suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider

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

7. CONTINGENCY PLANS

Applicable as defined under EOI.

8. TRANSITION REQUIREMENT

Applicable as defined under Empanelment Agreement/EOI. Transition & Knowledge Transfer plan is mentioned in **Annexure F**.

9. LIQUIDATED DAMAGES

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages will be deducted from the Purchase Order Value, as liquidated damages as per details given in the table below. Once the maximum deduction is reached, the Bank reserves the right to terminate the Agreement.

Sr. No.	Service level category	SLA Measure	Liquidated Damages / LD
1.	PO Acknowledgement	Service Provider to provide PO acknowledgement within 1 working day from the date of receipt of PO	Rs.1000 for each day of delay in providing acknowledgement subject to a maximum of Rs.10,000

Sr. No.	Service level category	SLA Measure	Liquidated Damages / LD
2.	PO Acceptance	Service Provider to provide PO acceptance within 2 working days from the date of receipt of PO.	Rs.1000 for each day of delay in providing acknowledgement subject to a maximum of Rs.10,000.
3.	Sharing of all the resumes for profiles mentioned in PO	Service Provider shall provide detailed CVs specifying the professional experience of at least 200% of the number of resources required per category as mentioned in PO within 7 working days from date of PO Acceptance.	0.01% of the PO value corresponding to the pending resumes per day subject to maximum of 0.5% of the PO value corresponding to the pending resumes
4.	Onboarding of selected Resources	Bank will initiate the interview process and advise the list of shortlisted candidates to the service provider. The services provider should ensure that at least 70% of the selected/shortlisted resources are onboarded within 15 days of the result intimation date.	10% of the PO value Bank at its discretion may consider termination of the contract in case 70% of the resources do not report within 15 days from date of result intimation date. The contract may be awarded to L-2 bidder on termination.
* Maximum cap of Liquidated Damages under the respective Purchase Order will be 10% of Purchase Order value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.			

10. RELATIONSHIP BETWEEN THE PARTIES

Applicable as defined under Empanelment Agreement/EOI.

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

Applicable as defined under EOI.

13. INSPECTION AND AUDIT

Applicable as defined under EOI.

14. CONFIDENTIALITY

Applicable as defined under EOI.

15. OWNERSHIP

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

15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property.

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

16. TERMINATION

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

- (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement or respective Purchase Order/SOW, or any extension thereof granted by the Bank;
- (b) If Service Provider fails to perform any other obligation(s) under the Agreement or respective Purchase Order/SOW;
- (c) Violations of any terms and conditions stipulated in the RFP;
- (d) On happening of any termination event mentioned herein above in this Agreement.

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

- 16.2 Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.
- 16.3 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 16.4 In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service

Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.

16.5 The Bank shall have a right to terminate the Agreement or respective Purchase Order/SOW immediately by giving a notice in writing to Service Provider in the following eventualities:

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

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

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

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

17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW:

Applicable as defined under RFP/LTE.

18. POWERS TO VARY OR OMIT WORK

Applicable as defined under EOI.

19. WAIVER OF RIGHTS

Applicable as defined under EOI.

20. LIMITATION OF LIABILITY

Applicable as defined under EOI.

21. FORCE MAJEURE

Applicable as defined under EOI.

22. NOTICES

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

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

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

(a) In the case of the Bank

(b) In case of Service Provider

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

23. GENERAL TERMS & CONDITIONS

- 23.1 TRAINING: Service Provider shall train their human resources communication skills/response management for the proposed Services as mentioned in this Agreement.
- 23.2 PUBLICITY: Applicable as defined under Empanelment Agreement.
- 23.3 SUCCESSORS AND ASSIGNS: Applicable as defined under Empanelment Agreement.
- 23.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 23.5 SEVERABILITY: Applicable as defined under Empanelment Agreement.
- 23.6 MODIFICATION: Applicable as defined under Empanelment Agreement.
- 23.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
 - (ii) Annexure of Agreement;
 - (iii) Purchase Order No. _____ dated _____;
 - (iv) RFP; and
 - (v) EOI
- 23.8 PRIVACY: Applicable as defined under Empanelment Agreement.
- 23.9 DUE AUTHORISATION: Applicable as defined under Empanelment Agreement.
- 23.10 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.



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

State Bank of India

By:

Name:

Designation:

Date:

WITNESS:

1.

2.

_____ **Service Provider**

By:

Name:

Designation:

Date:

1.

2.

ANNEXURE-A

Scope of Work and Payment Schedule

SI No	Particulars		Requirements/ Remarks	
1	Description of Services & Deliverables		Supply of resources as per the details given below.	
Sr. No	Role/ Profile	Experience	Minimum Qualification	Skillset
1.	Support Resource Junior (L1)	2 + Years Relevant and Current Experience	Bachelor's degree in IT/ Science/ Commerce or equivalent.	Mandatory Skill Set: - MS Office – Advance knowledge.
2	Third-Party Components		Not Applicable	
3	Term of the Project – Project Schedule; Milestones and delivery locations		The Project Contract will be of 2 years from the date of commencement. Bank reserves the right to terminate the contract by serving prior notice of 2 months. The resources will have to be deployed at YONO Complaints Handling Team, Navi Mumbai.	
4	MIS Report Generation requirement		As desired by the Bank	
5	Regulatory / Compliance Requirements		As per the project requirements	
6	Training		In case any training is required to upskill the resources in their respective areas for providing the necessary support as per the RFP, the same shall be taken up by the Service Provider and no cost shall be borne by the Bank for the same.	
7	Payment schedule		The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof monthly in arrears. All payments shall be made in Indian Rupees.	

SNO	Category No/Requirement	Job Description
1 Person for UPI	Support Executives at junior position with 2 yrs.+ exp	<p>Indicate work to be performed by the resources are:</p> <ul style="list-style-type: none"> • E-Rupi related email and other issues. • Calling to Branch/Customers for complaints, feedbacks, and any other issues. • Merchant detail verification. • preparation of merchant related MIS for circles. • Preparation of monthly deployment and performance. Referring the case to GITC for Technical Analysis, wherever required and respond accordingly. • Recording and reporting of major incidents highlighted/ reported during the day. • Review the trends of UPI application issues reported in CRM/CMS/Score platform. • Monitoring the TAT for CRM/CMS/SCORE complaint Resolution/escalations. • Recommend the possible solution or workaround to Address probable causes of application issues faced by Branch/customer in UPI. • Escalate issues where any breach in service levels limits observed. • Escalate issues to appropriate department in case of intervention of another department is required. • Monitoring unauthorized transaction related issues and timely responding of the same. • Any other issues related to operations & services of UPI Applications.

		<ul style="list-style-type: none"> • Providing timely reports and dashboard (Daily/weekly/Monthly). <p>Any other work allotted by the Bank as per the requirement.</p>
07 person for YONO	Support Executives at junior position with 2 yrs.+ exp	<p>Indicative work to be performed by the resources are:</p> <p>CMS/CRM, Score and Emails</p> <ul style="list-style-type: none"> • End-to-end monitoring and Closure of all Complaints. • Coordinate with respective Garages for YONO 1.0/YONO 2.0 application update and for knowledge document for Branch/customer complaint resolution. • Referring the case to GITC for Technical Analysis, wherever required and respond accordingly. • Recording and reporting of major incidents highlighted / reported during the day. • Review the trends of YONO 1.0/YONO 2.0 application issues reported in CRM/Score platform. • Monitoring and escalation of trends of the YONO 1.0/YONO 2.0 issues reported in CRM/Score platform. • Maintaining the TAT for CRM/CMS/SCORE complaint resolution/escalations. • Recommend possible solutions or workaround to address the probable causes of application issues faced by Branch/customer in YONO 1.0/YONO 2.0 application. • Escalate reconciliation related complaints to the appropriate complaint management team for further action if needed. • Escalate issues where any breach in service levels limits observed.

		<ul style="list-style-type: none"> Escalating issues to appropriate departments in case of intervention of another department is required. Monitoring of unauthorized transaction related issues and timely responding of the same. Any other issues related to operations & services of YONO 1.0/YONO 2.0 application. Providing timely reports and Dashboards (Daily/Weekly/Monthly). <p>Any other work allotted by the Bank as per the requirement.</p>
<p>02 persons for YONO Business/CINB</p>	<p>Support Executives at junior position with 2 yrs.+ exp</p>	<ul style="list-style-type: none"> End to end monitoring and closure of all complaints. Referring the case to GITC for Technical Analysis, wherever required and respond accordingly. Recording and reporting of major incidents highlighted/ reported during the day Update and knowledge document for Branch/Customer Review the trends of YONOB application issues reported in CRM/CMS/Score platform. Monitoring the TAT for CRM/CMS/SCORE complaint Resolution/escalations. Recommend the possible solution or workaround to Address probable causes of application issues faced by Branch/customer in YONO Business Escalate issues where any breach in service levels limits observed. Escalate issues to appropriate department in case of intervention of another department is required. Monitoring unauthorized transaction related issues and timely responding of the same.

		<ul style="list-style-type: none">• Any other issues related to operations & services of YONO Business Applications.• Providing timely reports and dashboard (Daily/ Weekly/Monthly).• Assist in onboarding of customers on various YonoB journeys directly, and through partners. <p>Any other work allotted by the Bank as per the requirement.</p>
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ANNEXURE-B

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

Not Applicable

ANNEXURE-C

SERVICE DESK SUPPORT METRIC *<strike off if not applicable>*

SL no.	Service level category	Service level object	Measurement range/criteria
1.	level 1	Adherence of TAT	<i>Depending upon the type of journey ranging from T to T+7.</i>

SERVICE LEVEL REPORTING/ FREQUENCY¹¹ *<strike off if not applicable>*

Daily and monthly

SERVICE REVIEW MEETING¹² *<strike off if not applicable>*

Report Name	Interval	Recipient	Responsible
Resolution Status	Daily and monthly	Department	Vendor Employee

¹¹The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

¹²The purpose of this section to describe the frequency of meeting and composition of service review board.

ANNEXURE-D

ESCALATION MATRICS¹³ *<strike off if not applicable>*

Service level Category	Response/Resolution Time	Escalation thresholds			
		Escalation Level 1		Escalation.....	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode
Service Milestones		<i><Name, designation contact no.></i>			
Service Desk Support		<i><Name, designation contact no.></i>			

¹³ To ensure that the service beneficiary receives senior management attention on unresolved issues, service provider operates a problem escalation procedure in order that any unresolved problems are notified to service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

ANNEXURE-E

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

PENALTY FOR NON-PERFORMANCE OF SLA

Service level category	SLA Measure	Penalty Calculation
Non-availability of staff	<i>As per Appendix I</i>	
Reports/	<i>Same rate as non-availability of staff</i>	

PENALTY FOR NON PERFORMANCE AT HELP DESK

Service Area	SLA measurement	Penalty % on _____ <to be provided by the dept.,>		Calculate penalty on
		0 %	____% (for every 1% shortfall from the stipulated service level)	
Help Desk	Time taken for resolution of Requests (99.9% of the calls should be resolved within the stipulated response time)	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	<i>100 per day per delay beyond T+1</i>

ANNEXURE-F

Transition & Knowledge Transfer Plan

1. Introduction

1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

2.1 The objectives of this annexure are to:

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

3. General

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERS tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and

software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

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

for materials and other costs at a reasonable price which shall be agreed with the Bank.

- 3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) Services for which rates already specified in the Agreement shall be provided on such rates;
 - (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
- 3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by

Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

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

5. Subcontractors

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

6. Transfer of Assets

6.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

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

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

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

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

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

7. Transfer of Documentation

7.1 **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

8. Transfer of Service Management Process

8.1 **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

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

9. Transfer of Knowledge Base

9.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

10. Transfer of Service Structure

10.1 **6 (six)** months prior to expiry or within **2 (two)** weeks' notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

- (a) archive of records including:
 - (1) Questionnaire Packs;
 - (b) latest version of documentation set;

11. Transfer of Data

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

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

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

12. Training Services on Transfer

12.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and

Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

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

12.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval **6 (six)** months prior to expiry or within **10 (ten)** working days of issue of notice of termination:

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

12.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

12.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____ hours. Bank may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than _____ years of experience in operating _____ software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.

13. Transfer Support Activities

13.1 **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

13.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

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

13.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

13.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

13.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

13.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

13.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

14. Use of Bank Premises

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

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

_____ **XXXX** _____

ANNEXURE-G

Data Processing Agreement

≤ Applicable in case of activities for which selection of vendor/outsourcing of activities has been initiated involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers>

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") dated _____ between:

(i) State Bank of India ("Controller")

And

(ii) M/s. _____ ("Data Processor")

WHEREAS:

(A) State Bank of India (hereafter referred to as "SBI") acts as a Data Controller.

(B) SBI wishes to contract certain Services (provided in Schedule 1), which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

(C) The Parties wish to lay down their rights and obligations (Processor obligations in Clause 3).

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all schedules.

1.1.2 "Controller" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable).

1.1.3 "Client" means a customer of State Bank of India.

1.1.4 "Data Protection Legislation" means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

1.1.5 "Data subject" has the meaning given to it in the Data Protection Legislation.

1.1.6 "Personal Data" has the meaning given to it in the Data Protection Legislation and relates only to Personal Data processed by a Contracted Processor on behalf of SBI pursuant to or in connection with the Principal Agreement in relation to the Services provided.

1.1.7 "Processor" means a data processor providing services to SBI.

1.1.8 "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of SBI in connection with the Agreement.

1.1.9 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.10 "EEA" means the European Economic Area.

1.1.11 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.

1.1.13 "Data Transfer" means:

1.1.13.1 a transfer of Personal Data from SBI to a Processor; or

1.1.13.2 an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

1.1.14 "Services" means the services to be performed by the Processor described in the Principal Agreement (as provided in Schedule 1).

1.1.15 “Supervisory authority” has the meaning given to it in the Data Protection Legislation.

1.1.16 “Personal data breach” has the meaning given to it in the Data Protection Legislation.

1.1.17 “Personnel” means the personnel of the Processor, Subcontractors and Sub processors who provide the applicable Services; and

1.1.18 “Third country” has the meaning given to it in the Data Protection Legislation.

2. Processing of Personal Data:

2.1 In the course of providing Services to State Bank of India, the Processor may process Personal Data on behalf of State Bank of India.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

2.2.2 not Process Personal Data other than on the relevant documented instructions of SBI.

3. PROCESSOR OBLIGATIONS:

3.1 Processor Personnel:

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.1.1. The Processor shall process Personal Data only on the documented instructions from State Bank of India from time to time. State Bank of India shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the

Processor shall notify State Bank of India of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.

3.1.3. The Processor shall immediately notify State Bank of India if, in Processor's opinion, State Bank of India's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any instruction received from State Bank of India, it shall promptly notify State Bank of India accordingly.

3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

3.2 Security:

3.2.1 Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2.2 In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

3.2.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Processor by State Bank of India from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

3.3 Sub-Processing:

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub-Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with [no less than [xx days] prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object to such new Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.3.2 The Processor shall include in any contract with its Sub processors who will

process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

3.4 Data Subject Rights:

Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed to and be considered by State Bank of India responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3.4.1 Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

3.4.2 In case Data Subject Requests are received by Processor, then the Processor shall:

3.4.2.1 promptly notify SBI if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

3.4.2.2 ensure that it does not respond to that request except on the documented instructions of SBI or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws

3.4.2.3 inform SBI of that legal requirement before the Processor responds to the request.

3.5 Personal Data Breach:

3.5.1 Processor shall notify SBI without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing SBI with sufficient information to allow SBI to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2 Processor shall co-operate with SBI and take reasonable commercial steps as are directed by SBI to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

3.6 Data Protection Impact Assessment and Prior Consultation:

Processor shall provide reasonable assistance to SBI with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which SBI reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to, the Processors.

3.7 Deletion or return of Personal Data:

3.7.1 Subject to this section 3.7 Processor shall, promptly and in any event within <XX> business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.

3.7.2 Processor shall provide written certification to SBI that it has fully complied with this section 3.7 within < XX > business days of the Cessation Date.

3.8 Audit Rights:

The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.9 Data Transfer:

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/ India and/or the European Economic Area (EEA) without the prior written consent of SBI. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses / EU-US Privacy Shield for the transfer of personal data.

3.10 Records:

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to State Bank of India in accordance with Data Protection Legislation.

3.11 Notify:

The Processor shall immediately and fully notify State Bank of India in writing of any communications the Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

3.12 Agreement Termination:

Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the Processor shall: (i) return to State Bank of India; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to State Bank of India that it has complied with its obligation to delete Personal Data under this clause.

4. STATE BANK OF INDIA'S OBLIGATIONS:

State Bank of India shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavours to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

5. General Terms:

5.1 Confidentiality:

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

5.2 Notices:

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

5.3 Governing Law and Jurisdiction:

5.3.1 This Agreement is governed by the laws of INDIA.

5.3.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of MUMBAI.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

For State Bank of India

Signature _____

Name _____

Title _____

Date Signed _____

For Processor M/s

Signature _____

Name _____

Title _____

Date Signed _____

SCHEDULE 1

1.1 Services

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.

SCHEDULE 2

Personal Data

Close RFP For Procurement of IT-Human Resources for Various Activities for a Period of Two Years, From 01st January 2025 to 31st December 2026.



Category of Personal Data	Category of Data Subject	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing

SCHEDULE 3

Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.

2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and SBI's Information Security Policy as appropriate.

At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by SBI)

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
1	Whether the Processor has Information security policy in place with periodic reviews?		
2	Whether the Processor have operational processes with periodic review, including but not limited to:	a. Business Continuity Management	
		b. Backup management	
		c. Desktop/system/server/network device hardening with baseline controls	
		d. Personnel Security	
		e. Physical Security	

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	f. Internal security assessment processes		
3	Whether a proper documented Change Management process has been instituted by the Processor?		
4	Whether the Processor has a documented policy and process of Incident management /response?		
5	Whether the Processor's environment is suitably protected from external threats by way of:	a. Firewall	
		b. WAF	
		c. IDS/IPS	
		d. AD	
		e. AV	
		f. NAC	
		g. DLP	
		h. Any other technology	
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?		
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?		
8	Whether proper log generation, storage, management and analysis happens for the Processor application?		
9	Is the Processor maintaining all logs for forensic readiness related to:	a. Web	
		b. Application	
		c. DB	
		d. Configuration	
		e. User access	
10	Whether the Processor maintains logs for privileged access to their critical systems?		
11	Whether privilege access to the Processor environment is permitted from internet?		
12	Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?		

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
13	Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?		
14	Whether Processor has deployed secure environments for their applications for:	a. Production	
		b. Disaster recovery	
		c. Testing environments	
15	Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:	a. Web	
		b. App	
		c. DB	
		d. Critical applications	
		e. Non-Critical applications	
		f. UAT	
16	Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?		
17	Whether Internet access is permitted on:	a. Internal servers	
		b. Database servers	
		c. Any other servers	
18	Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?		
19	Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?		
20	Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?		
21	Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?		

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
22	Whether the Processor has deployed any open source or free software in their environment?		
	If yes, whether security review has been done for such software?		
23	Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?		
24	Whether the data shared with the Processor is of sensitive nature?		
25	Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?		
26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)		
27	Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?		
28	Whether the Processor is required to store the data owned by State Bank?		
29	Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?		
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?		
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?		
32	Whether the Processor is required to share SBI specific data to any other party for any purpose?		
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?		
34	Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?		
34	If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.		
35	Whether Application Owner has verified that the Processor has implemented efficient and sufficient		

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	preventive controls to protect SBI's interests against any damage under section 43 of IT Act?		
36	Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?		
37	Whether the SLA/agreement between SBI and the Processor contains these clauses:	a. Right to Audit to SBI with scope defined	
		b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.	
		c. Right to recall data by SBI.	
		d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.	
		e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.	
		f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.	

Close RFP For Procurement of IT-Human Resources for Various Activities for a Period of Two Years, From 01st January 2025 to 31st December 2026.



XXXXX