

Ref: CO/ITD/1206/R1/2020-21

**Annexure-VIII**  
**SERVICE LEVEL AGREEMENT**

**THIS AGREEMENT** made the .....day of.....,2020 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai ShanmugamSalai, Chennai 600 014 (hereinafter "the purchaser/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 the one part and

M/s, .....("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part :

**WHEREAS** the Bank invited bids vide RFP.No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

**NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:**

- The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

Any issue arising in Digital Signage solution (including Media Player and End devices) has to be resolved by the bidder within 48 hours or 2 working days from the time the call has been logged with bidder. The penalty applicable for every 1 hour drop in uptime of Digital Signage is 1% of the cost of a Digital Signage deployed at the location capped upto a maximum penalty of 10% of the entire cost of the project.



**Ref: CO/ITD/1206/R1/2020-21**

**12.11.2020**

If the issue with Digital Signage solution (including Media Player and End devices) is not resolved within 60 hrs, then the same has to be replaced by the bidder at no additional cost.

The penalty will be deducted from the AMC/ATS charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards ATS/AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.

In case of non-delivery of contents to the identified branches through Bank's Wide Area Network due to any reason, the vendor shall arrange to deliver and load the contents manually in the Media player of the branch / office in two days' time.

- **Scope of the Project**

Implementation of Digital Signage solution for 5 years at 1000 locations across PAN-India by procuring necessary Hardware, Software & Support services.

- **Delivery Schedule and Deliverables from the Bidders**

Delivery should be completed within 8 weeks from the date of purchase order and installation should be completed within 4 weeks from the date of delivery.

Display screen, Media player box, associated installation cables and equipments are to be delivered to various branches/offices of the Bank.

The proposed hardware and software infrastructure to be procured is detailed below:

Sr.No	Technical Description	Qty
	<b>Hardware with 3 years OEM Warranty</b>	
1	43" Commercial Screen End Devices	700
2	55" Commercial Screen End Devices	300
3	Media player	1000
	<b>Software with 3 years warranty</b>	
4	Server License for Enterprise Content management and Designer Software	1
5	End Devices Client application Software License	1000
	<b>Management</b>	
6	One time Implementation & Configuration	1000
7	CMS Management Charges for 1 year (onsite engineer *)	1



Ref: CO/ITD/1206/R1/2020-21

12.11.2020

	AMC ( 4th and 5th year )	
8	AMC for 43" Commercial Screen End Devices	700
9	AMC for 55" Commercial Screen End Devices	300
10	AMC for Media Player	1000
11	AMC for End Devices Client app Software License	1000
12	AMC for Server Infrastructure	2
13	AMC for Server License - Enterprise Content management and Designer Software	1

• **Scope of Work**

The Bid is for Implementation of Digital Signage solution for 5 years at 1000 locations across PAN-India by procuring necessary Hardware, Software & Support services with following: -

The applications in the proposed solution shall use the existing network. Bank proposes to implement Digital Media Signage Solution which has capability to distribute, manage and schedule content over IP network to multiple screens installed in the branches / offices for running various advertisements, messages, product information, deposit and lending rates, etc. for customers as well as for employees.

The procurement of the following components is requisite for successful implementation of the project:

1. Hardware components including Industrial Standard Display Screen, Media Player Box, associated cables and other accessories for successful installation and working of the display units at the Branches/Offices and Server workstation at central location.
2. Software components including player software, administrative software & Operating System, Server Software.
3. Services including installation, management, support & maintenance, content management & support in content preparation.

**Incidental Services to be provided by the Bidder**

The selected vendor shall provide end to end solution and it is the responsibility of the vendor to procure, supply, install/commission, support and maintain and provide facility management at central location of the Bank for Digital Signage Systems.

Bidder shall supply, install and commission the necessary equipment and cables that are required for successful working of the Digital Media Signage systems at branch / office locations.



12.11.2020

**Ref: CO/ITD/1206/R1/2020-21**

The Bidder shall Install and configure the server at the central location to ensure successful working of the Digital Signage Systems.

The Bidder shall procure, supply, install/commission, support & maintain Media Player boxes and Display units at branch / office locations as decided by Bank from time to time.

The Bidder shall operationalize Digital Media Signage Solution in the defined locations as decided by Bank in close co-ordination with the Bank officials.

The Bidder shall integrate the Digital Media Player with the IP network of Branch / office locations.

The Bidder shall co-ordinate with the Bank officials at branch / office in finalizing display location, power supply, network point etc.

In case of shifting of the branch or premises or location, the Bidder shall arrange to decommission the equipment and re-install at the new location, free of cost.

The Bidder should be able to remotely configure, maintain and manage Digital Media Signage hardware, software and shall make the system available to branch / office locations.

The Bidder shall facilitate Bank to remotely manage & monitor the working of the whole system from a central location.

During the contract period, the Bidder shall apply patches and upgrades from time to time without any additional cost to the Bank.

The Bidder shall provide onsite support as and when required by the Bank to take care of the system, content aggregation, content formatting, content uploading, content pushing to Branch media players, content scheduling, problem resolution and monitor the live health of the players, performance management, reporting and the overall functioning and management of the Solution.

The Bidder shall divide the Branches/Offices into groups as decided by the Bank for customized content display at various locations. Different contents should be displayed at these different groups. The contents may be in different languages. The contents in various languages should be displayed at locations as per the need of the Bank.

Bank will provide the content. In case if the Bank appoints outside agencies to prepare the contents on it's behalf, the vendor shall coordinate with such outside agencies, who are approved by the Bank for content preparation.

The Bidder shall convert digital media content thus provided into Digital Media Signage applicable formats by editing the content, formatting the content, inserting text etc.

The vendor shall create the playlist of contents to be displayed.



12.11.2020

**Ref: CO/ITD/1206/R1/2020-21**

Before porting the content, Bidder should ensure that the content is approved by appropriate/designated authorities of the Bank.

The Bidder shall create screen layouts including full screen and zoned screen outputs.

The Bidder shall schedule pushing of contents in off-banking hours or as decided by the Bank so that branches will not face any difficulty in day-to-day operations. The vendor shall remotely schedule the display of the contents as per Bank's requirement.

In case of any problem observed or reported by the branch/office, the Bidder shall resolve the problem immediately.

The Bidder shall repair / replace the equipment in case any problem arises out of it within the timeframes defined as per the Service Levels.

The vendor shall provide reports, audit trails and logs periodically as set by the Bank.

The Bidder shall provide the complete documentation of the project.

The Bidder shall provide details regarding Design, Structure, and Application Programming Interface, etc. so as to give sufficient insight on working of the application or software to the Bank.

The Bidder shall impart necessary training and operational guidelines to branch / office staff and the corporate office staff involved in the project.

The solution should support various languages and formats (like images, video, feed, etc.) simultaneously. Also, the solution should be capable of providing various options to the users to select from among various options of products and languages. These options may be grouped depending on the contents and languages for various locations.

The Vendor is expected to maintain the equipments supplied for atleast 2 years after completion of warranty period. After expiry of AMC of 2 years, AMC charges will be decided on mutually agreed terms and conditions.

The Vendor shall provide archived copies of the contents that are to be retained for 7 years by the bank.

Onsite Engineer-Bidder shall appoint an experienced Onsite Engineer dedicated to the project execution. The Bidder should provide CV of Onsite Engineer that demonstrates proven experience in executing projects similar in scope and complexity.



Ref: CO/ITD/1206/R1/2020-21

- **Maintenance and Support**

- The successful bidder has to provide necessary onsite support during the contract period.
- Software implementation and maintenance including onsite support on call basis. The response time from OEM for any call logged should be within two hours.
- 99% up time to be maintained, calculated on a Bank's business hour basis per quarter for all equipment supplied. The penalty would be deducted from the AMC/ATS charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards ATS/AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.
- Response with Level 1 diagnosis - 2 hours (telephonic or onsite), Uptime – 99 % uptime average on quarterly basis for the solution, Resolution - Within 8 hours on Site

- **Jurisdiction**

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

- **Liquidated Damages**

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

- **Negotiation**

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.

- **Limitation of Liability**

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.



Ref: CO/ITD/1206/R1/2020-21

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

- **Indemnity Clause**

If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

- **Disclaimer**

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

- **Patent Rights**

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

- **IT Act 2000**

The equipment's to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

- **Intellectual Property Rights**

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent



Ref: CO/ITD/1206/R1/2020-21

12.11.2020

or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

• **Settlement of Disputes**

a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation,





Ref: CO/ITD/1206/R1/2020-21

12.11.2020

presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(f) Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

- **Right to Alter Quantities**

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order

- **Applicable Law**

Laws of India and any other guidelines having the force of law in India will be applicable.

- **Coverage of All Banks Under The EPF & MP Act 1952**

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

- **Exit Requirements**

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.



Ref: CO/ITD/1206/R1/2020-21

- **Termination for Convenience**

The Bank, by 90 days written notice sent to the Supplier, may terminate the Contract, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

- **Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;  
or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.



12.11.2020

Ref: CO/ITD/1206/R1/2020-21

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- **Force Majeure**

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

- **Confidentiality**

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also they should not divulge any data / information.

The supplier will have to enter into a Non Disclosure agreement (As per the format mentioned in RFP) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;



Ref: CO/ITD/1206/R1/2020-21

- RFP No.....dated.....for.....
- The Bid Form and the price schedule submitted by the Bidder
- The Purchaser's notification of award
- Contract form dated .....
- NDA form dated .....

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

In the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For The Supplier)

In the presence of:.....

