



Service Level Agreement (SLA) & FMS Contract Agreement.

E-Tender Ref Id: IT/EXIM/RFP/2018-19/045

Tender For: IT Facility Management Service (FMS)

A. Service Level Monitoring and Compliance:

The purpose of this Service Level Agreement (**hereinafter referred to as SLA**) is to clearly define the levels of FMS service which shall be expected from the selected Bidder during the implementation and its subsequent support for the project period. The FMS team should meet the service level mentioned in this agreement.

1. Definition of Severity Level:

Severity Level	Severity Type	Definition
S1	Critical Problems	A problem that affects entire Bank/ Network/Critical Application/Group/People or 80% of the operations. E.g. Outage of Data Center services viz server failure, Internet etc.
S2	Major Problems	A problem that affects entire Bank/ Network/Critical Application/Group/People or 60% of the operations E.g. Failure of Network Connectivity, virus on many devices, Local File/Server and Backup.
S3	Moderate Problems	A problem that affects entire Bank/ Network/Critical Application/Group/People or 40% of the operations E.g. Failure of a department/group or a floor, an application meant for a particular department or user group.
S4	Minor Problems	A problem that affects entire Bank/ Network/Critical Application/Group/People or 5% of the operations like bug fixes, new software installation and upgrades.

2. Service Level Agreement Targets:

2.1 Server/Network/Data Centre/ DR Site:

Severity Level	Response Time	Resolution Time	Resolution Time on Hardware Level Calls
S1	15 Minutes	<= 3 Hrs.	< = 12 Hrs.
S2	30 Minutes	<= 5 Hrs.	< = 18 Hrs.
S3	40 Minutes	<= 7 Hrs.	< = 24 Hrs.
S4	45 Minutes	<= 12 Hrs	< = 72 Hrs.

2.2 Desktop/Laptop/Wi-Fi/Printer

Severity Level	Response Time	Resolution Time	Resolution Time on Hardware Level Calls
S1	20 Minutes	<= 3 Hrs.	< = 12 Hrs.
S2	40 Minutes	<= 6 Hrs.	< = 18 Hrs.
S3	45 Minutes	<= 12 Hrs.	< = 24 Hrs.
S4	45 Minutes	<= 24 Hrs	< = 72 Hrs.

2.3 All Security and Audit Related issues:

Severity Level	Response Time	Resolution Time	Resolution Time on Hardware Level Calls
S1	10 Minutes	<= 2 Hrs.	< = 8 Hrs.
S2	20 Minutes	<= 4 Hrs.	< = 12 Hrs.
S3	30 Minutes	<= 8 Hrs.	<= 24 Hrs.
S4	40 Minutes	<= 12 Hrs	<= 72 Hrs.

3. Service Level Compliance

Severity Level	Response Time	Resolution Time
S1	99.5%	99.5%
S2	99%	99%
S3	98%	98%
S4	97%	97%

4. Measurement Metrics:

Response Time

Response Time is the total time taken by the Contractor between registering the complaint at Help Desk or through web/telephone, to reach the user.

Response Time % = [(Calls Responded Time – Calls Logged Time) / Total Monthly Calls] * 100

Resolution Time

Resolution Time is the total time taken by the Contractor between registering the complaint at Help Desk or through web/telephone at respective location and rectifying the fault. This time includes time taken to reach the site, diagnose, repair/replace the faulty components/module /device; installation, configuration & repair of operating system and all other applicable software including antivirus software; escalation of call and coordination with the OEM/ Principal or other applicable third party for resolution of the call as per requirement; installation, shifting / reinstallation of systems along with applicable software; and any other applicable CMSS & FMS services etc to make the systems functional as per requirement. In case the original equipment is removed and taken out of Service for repairs, the call resolution time will continue till the original faulty equipment is repaired/ brought back to service.

Resolution Time (%) = [(Calls Resolution Time – Calls Logged Time) / Total Monthly Calls] * 100

5. Penalty Calculations

5.1 Actual vs target compliance level for each of the respective service areas will be measured separately in every month.

5.2 Shortfall in achieving SLA compliance, if any will be calculated on the monthly basis.

5.3 Penalty amount will be calculated on the basic value of Monthly invoice.

5.4 Downtime of services on holidays or scheduled downtime will not be considered for calculation of SLA penalty.

5.5 The SLA penalty will be calculated as per below table:

Severity Level	SLA %	Penalty %
S1	99.50% to 100%	Nil
	98.00 % to <99.50%	0.75%
	Below 98%	5%
S2	99.00% to 100%	Nil
	98.00 % to <99.00%	0.5%
	Below 98%	4%
S3	98.00% to 100%	Nil
	96.00 % to <98.00%	0.5%
	Below 96%	3%
S4	97.00% to 100%	Nil
	95.00 % to <97.00%	0.5%
	Below 95%	2%

6. **Absence of FM Services**

6.1 The Bidder has to make alternate arrangements for leave/resignation/re-assignment of FM engineers/ resources and intimate the same to the Bank at least three days in advance.

6.2 In case of no suitable replacement of any unavailable/absent FM engineers/resources, the monthly applicable penalties of respective manpower resources would be as under:

Resource Category	Allowed Leave of Absence per Month	Penalty beyond leave of Absence
Team Leader	1 Day	₹ 3,000 per day. Max ₹ 15,000 per month
DBA	1 Day	₹ 2,000 per day. Max ₹ 15,000 per month
Network Engineer	1 Day	₹ 2,000 per day. Max 15,000 per month
Server Engineer	1 Day	₹ 2,000 per day. Max ₹15,000 per month
Desktop Engineer	1 Day	₹ 1,000 per day. Max ₹ 10,000 per month
Team coordinator	1 Day	₹ 1,000 per day. Max ₹15,000 per month

6.3 Any late reporting or early leaving beyond 3 Hrs. without Exim Bank IT official approval will be treated as one-day leave.

6.4 The Exim Bank IT official may consider the relaxation on late report and early leaving and extra leave of FM Resources depending on their performance, late sitting and holiday work in the Bank.

6.5 Exim Bank IT Official approved monthly attendance will be considered for SLA calculation.

7. Exceptional Case:

If at any time during of the Contract, the bidder should encounter conditions impeding timely performance of service, the bidder shall promptly notify to the Bank in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the bidder's notice, the Bank shall evaluate the situation and may at its discretion waive the penalty.

8. FMS Vendor Escalation Matrix:

Escalation Level	Name	Designation	Mobile Number	Email Id
Level 1				
Level 2				
Level 3				
Level 4				

9. Payment Terms:

The FMS payment will be made on Monthly basis within 15 working days from original hardcopy/Digitally Signed invoice submission date. No advance payment will be made. The SLA penalty (If any) will be deducted on monthly basis along with the monthly payment.

10. Contract Period:

The FMS Contract shall commence on 01st April 2019 and shall remain in force for three years; unless terminated in accordance with the terms set forth herein. Export Import Bank of India retain the option to review the FMS contract after one year.

11. Termination:

Either Party shall have the right to terminate the FMS Contract at any time:

- a. Without Cause and for Convenience**– on the delivery of clear three months’ prior written notice.
- b. With Cause** – in the event that the other party commits a material breach of the FMS Contract terms and condition and fails to cure such default to the non-defaulting party’s reasonable satisfaction within sixty (60) days [or thirteen (30) days in the event of nonpayment by the Customer after submitted correct hard copy invoice to the Bank].

12. Limitation Of Liability:

The Bidder’s aggregate liability in connection with obligations undertaken as a part of this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder’s liability in case of claims against the Bank resulting misconduct or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

13. Arbitration:

In the event of any dispute or differences between the parties relating to the “Contract or LOI whichever is issued later” the same shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mumbai, India.

In the event of failure to resolve the differences through arbitration, either of the parties shall be free to undertake necessary further legal course with the Courts of Law in Mumbai who shall have jurisdiction for preventive, interlocutory and other incidental relief applied for by any party under or in relation to this Agreement.

14. Force Majeure:

Notwithstanding the provisions of general conditions and Clauses the Service Provider shall not be liable for imposition of 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.

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Export Import Bank of India in writing of such conditions and the cause thereof. Unless otherwise directed by the Export Import Bank of India in writing, the Service Provider 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.

15. Termination of Insolvency:

The Export Import Bank of India may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Export Import Bank of India.

16. Resolution of Disputes:

1. The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.
2. All dispute or differences whatsoever arising between the selected Bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the purchase contract, executed between the Bank and the Bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding

arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India.

3. The award shall be final and binding on both the parties and shall apply to the purchase contract.
4. Work under the Contract shall be continued by the selected Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the Bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
5. The venue of the arbitration shall be at Mumbai, INDIA under the exclusive jurisdiction of the courts at Mumbai, India.

17. Signing the Contract:

The Service Provider will have to Sign the Contract including Service Level Agreement with Export Import Bank of India. The necessary Stamp Duty in this respect has to be borne by the Service Provider.

18. Governing Language:

All correspondences and other documents pertaining to the contract shall be in English or Hindi.

19. Integrity Pact:

- As a part of the implementation of Integrity Pact programme in the Bank all bids will be covered under the integrity programme and the vendors are required to sign the Integrity Pact document and submit the same to the Bank along with the bids.
- All bidders need to sign the Integrity Pact before the bids are opened by the Bank. Bids without the signed Integrity pact are liable to be rejected.
- Only those vendors who have signed the Integrity document and submitted the bid can send their queries, if any, to Exim Bank.
- Bidders are requested to sign the Integrity pact as per the relevant Annex in the RFP Document.

- The Integrity Pact envisages, if required, the appointment of an Independent External Monitor (IEM) who would independently review the extent to which the two parties to the contract (the bidder and the Bank) have complied with their obligations under the Integrity Pact. As approved by the Central Vigilance Commission the Bank has appointed following Independent External Monitors (IEMs). Vendors/Bidders may approach the IEMs in case of any complaint or discrepancy in the tendering process:

<p>Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) , Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000</p>	<p>Shri S K Goel Ex-CMD, IIFCL A-15/11, 1st Floor , Above Andhra Bank Sector-44 Market , Sector-44, Noida -201301 Email: subodhgoel22@gmail.com Mobile:09650867778</p>
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20. Indemnity to the Bank:

The successful Bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India or outside India.

- The successful Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be fully responsible therefor, including all expenses and court and legal fees.
- The Bank will give notice to the successful Bidder of any such claim and shall provide reasonable assistance to the Successful Bidder in disposing of the claim.
- The successful Bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the Successful Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

21. Project Scope of Work, Manpower and Annual Maintenance:

The FMS Project Scope of Work, Manpower deployment and Hardware comprehensive maintenance details are applicable in this SLA as per RFP Document (Ref: IT/EXIM/RFP/2018-19/045) and Corrigendum (if any) published on this E-tender.

All other terms and conditions in the E-Tender RFP document (IT/EXIM/RFP/2018-19/045) are applicable in this contract.

Bidder:

Chief Executive Officer/MD/Director

Non-Disclosure Agreement (NDA)
(On INR 100 stamp paper)

To,

Date:

The General Manager-IT
Information Technology Group,
Export Import Bank of India,
21st Floor, World Trade Centre
Cuffe Parade, Mumbai-400 005

Confidentiality Undertaking

We acknowledge that during the course of bidding for Facility Management Service (FMS) in Export Bank of India, we may have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Export and its business that is provided to us pursuant this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP/Contract and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other clients or OEMs or third party.
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners/directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Facility Management Service (Ref: IT/RFP/2018-19/045).
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;

- To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
7. For the purpose of a disclosure permitted by item 5 above; and
8. To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
9. This Agreement shall not apply to Confidential Information that:
10. Is in the public domain at the time it is acquired by us;
11. Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
12. Is already in our possession prior to its disclosure to us; and is independently developed by us
13. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
14. We acknowledge that the Confidential Information will not form the basis of any contract between you and us.
15. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
16. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
17. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

We have read this Agreement fully and confirm our agreement with its terms

Yours sincerely

[Signature & Stamp of the Company]

Authorised Person Name:

Designation:

Self-Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

(On Company letterhead of the bidder)
Strictly Private and Confidential

To,

Date:

The General Manager-IT
Information Technology Group,
Export Import Bank of India,
21st Floor, World Trade Centre
Cuffe Parade, Mumbai-400 005

Sub: Request for Proposal for Facility Management Service (FMS) at Export Import bank Of India.

Further to our e-tender bid **IT/RFP/2018-19/045** , in response to above captioned subject matter in Export Import Bank of India (hereinafter referred to as "RFP") issued by Export Import Bank Of India (hereinafter referred to as "Exim Bank") we hereby covenant, warrant and confirm as follows:

1. Full compliance with the provisions of the "the sexual harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under said Act in respect to the complaint.
2. Any complaint of sexual harassment from any aggrieved employee of the Bidder against employee of the Bank shall be taken cognizance of by the Complaints Committee constituted by the Bank.
3. The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Bidder, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Bidder is proved.
4. The Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
5. The Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Yours faithfully,

Authorized Signatory Name:

Designation: