

Annexure 12–Service Levels

The Bank shall make payment for these services as per terms. The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- ▶ Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- ▶ The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- ▶ Time bound problem addressing team (onsite/offsite) for the complete contract period.
- ▶ Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- ▶ The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- ▶ If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- ▶ Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder

Vendor will have to guarantee a minimum uptime of 98%, calculated on a quarterly basis. Application availability will be 98% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a quarterly basis.

Total Available Time – 24hrsper day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 98.0%	No Penalty
>=97.0% to <98.0%	10% of amount payable for the quarter
>=96.0% to <97.0%	20% of amount payable for the quarter
>=95.0% to <96.00%	30% of amount payable for the quarter
<95.00%	40% of amount payable for the quarter or termination of the contract in case the Uptime remains less than 95% for 2 consecutive quarters.

In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.