

ICICI BANK CPC Agree

Some

For The City Co-operative Bank Ltd

THE CITY CO-OPERATIVE BANK LTD
MEMORIAL MATUNGA BRANCH,
1, L.B.S. MARKET BLDG,
NEAR MATUNGA C.R. STATION,
MATUNGA (EAST)
MUMBAI - 400 019



भारत 02087
148352
OFFICIAL
ADDRESS
MAHARASHTRA
AUG 13 2013
14:59
R.0000300/-PB6756

Mrs. S. Brumm
Authorised Signatory
Mrs. M. S. 7

SERVICE PROVIDER AGREEMENT

STAMP DUTY MAHARASHTRA

THIS SERVICE PROVIDER AGREEMENT is made on the day, month and year set out in Schedule I hereto between the Service Provider, i.e. the persons named in Schedule I hereto, of the One Part

And

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051 ("ICICI Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Part.

(The Service Provider and ICICI Bank are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS:

- A. ICICI Bank is desirous of appointing the Service Provider for the purpose of providing the Services, for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf.
- B. The Service Provider has represented to ICICI Bank that the Service Provider has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services, and also has trained and experienced persons having requisite skills, knowledge, experience and expertise to perform the functions in terms of this Agreement and the Service Provider has agreed to perform the Services.
- C. Relying on the above and at the request of the Service Provider, ICICI Bank has chosen the Service Provider for carrying out the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1.1 In this Agreement and the Standard Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

"Services" means the services agreed to be provided / provided by the Service Provider in terms of this Agreement and more particularly specified in Schedule I to this Agreement.



Signature

"Standard Terms" means the STANDARD TERMS AS APPLICABLE TO THE SERVICES PROVIDED TO ICICI BANK LIMITED BY SERVICE PROVIDER, a copy of which is available on the website of ICICI Bank. The Standard Terms shall be deemed to form part of this Agreement and shall be read as if they are specifically incorporated herein. To the extent of any inconsistency or repugnancy, the contents of this Agreement shall prevail to all intents and purposes.

"this Agreement" means this service provider agreement, all amendments made thereto from time to time, the Schedules hereto as also all other related transaction documents.

All capitalized terms used but not defined in this Agreement shall have the respective meanings assigned to them under the Standard Terms.

2. APPOINTMENT AND TERM

- (a) ICICI Bank appoints the Service Provider (for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf) for providing / performing the Services and the Service Provider agrees to provide the Services, subject to the terms and conditions set out herein as also in the Standard Terms and for the consideration specified in this Agreement.
- (b) The Service Provider acknowledges receipt of a copy of the Standard Terms and confirms having read and understood the Standard Terms. The Service Provider shall comply with the terms of this Agreement and the other Transaction Documents.
- (c) This Agreement shall become effective from the Effective Date and shall be in full force and effect until terminated in accordance with Section 13 of the Standard Terms.

3. PAYMENT

- (a) The Service Provider will, unless disputed by ICICI Bank, be paid charges specified in Schedule I hereto for the Services. The aforesaid charges may be, during the subsistence of this Agreement, revised by ICICI Bank at its discretion; the changes will be intimated to the Service Provider in writing by ICICI Bank. Such charges will be net of any amounts payable to ICICI Bank by the Service Provider against defaults or deficiencies in meeting service levels, or otherwise. Unless otherwise specified in Schedule I hereto, the charges stated above are inclusive of all other costs, expenses, taxes as may become due and payable in relation to the Services.
- (b) All payments to the Service Provider under this Agreement shall be subject to the exchange control / Central Bank regulations of the relevant jurisdiction and wherever such approvals are required. ICICI Bank will make payment under this Agreement only after the requisite approvals have been obtained by the Service Provider to the satisfaction of ICICI Bank and produced copies thereof to ICICI Bank.



- (c) All such costs which are required to be incurred by the Service Provider in relation to the Services and which have been agreed to be borne by ICICI Bank shall be incurred with approval of ICICI Bank and the Service Provider shall furnish to ICICI Bank all necessary receipts and other documents evidencing the incurrence of such costs, in a form and manner satisfactory to ICICI Bank.
- (d) In the event it is found that extra payments have been made by ICICI Bank on account of any discrepancies in the bills raised by the Service Provider or over charging or otherwise, the Service Provider shall promptly reimburse to ICICI Bank all extra amounts which have been paid by ICICI Bank.
- (e) The Service Provider constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

SCHEDULE I

1. Date of this Agreement: The 13th day of August, Two Thousand and Thirteen.
- 2a. Name and other details of the Service Provider:

Name of the company / partnership firm / proprietary concern / HUF / society / trust	Teamspace Financial Services Pvt. Ltd.
Names of all partners / Karta and all adult coparceners / members / proprietor(ess)	Prashant Ashar G. V. Sampat
Name(s) of the authorised signatory(ies)	Prashant Ashar
Registered / Head / Principal office address	C-19/20, Shriram Indl. Estate, 13, G. D. Ambekar Road, Wadala, Mumbai - 400 031.
Address where notice is to be sent to	Same as above.
Fax No/s.	+91 22 24122256
E-mail id	pravin.shinde@pamac.com
Phone No/s.	+91 22 24192200
Attn: Mr./Ms.	Pravin Shinde

- 2b. Correspondence address of ICICI Bank:

Address where notice is to be sent to	ICICI Bank Limited, ICICI Bank Towers, Bandra Kurla Complex, Bandra East, Mumbai-400051
Fax No/s.	
Attn: Mr./Ms.	Mr. Sathish Kumar A R



3. Services:

A. The Service Provider shall perform / provide the following services:

1. The Service Provider shall provide IT infrastructure support to the Bank in the form of Personal Computers (PCs), scanners, internet dongle etc. These PCs, scanners etc would be procured and installed at the offices of identified sourcing channel partners of the Bank who have an existing Service Provider Agreement with the Bank for the purpose of business sourcing. The quantity and technical specifications of such infrastructure would be mutually decided between the Service Provider and Bank from time to time.
2. The Service Provider shall provide executives (hereinafter referred to as "Personnel") to ICICI Bank. The Service Provider shall provide a dedicated support team through these Personnel to ICICI Bank. These Personnel shall work from offices of the identified sourcing channel partners of the Bank. The Service Provider will not be responsible for day to day activities carried out by these resources. The Personnel shall be on the rolls of the Service Provider and the Service Provider shall process the payouts of the Personnel.
3. The Service Provider shall be responsible for all activities relating to the Personnel like recruitment interviews, offer letters, joining formalities and handing over the joining kits, bank account formalities, statutory documentation, timely salary payouts etc except day to day monitoring of work of these resources. The support team shall consist of the Key Account Manager / Relationship Manager for supporting the completion of necessary activity / Services.
4. Service window of such Personnel including weekly off may be location specific and to be communicated to the Service Provider by the Bank before initiating the recruitment process for the respective location.
5. The Service Provider would function in accordance with the Code of Conduct as specified by the Bank from time to time.
6. The Service Provider shall organise for training of such Personnel in consultation with local representative of ICICI Bank.
7. The Service Provider along with bank officials shall monitor monthly attendance of the Personnel.
8. The Service Provider shall pay salaries and other emoluments of the Personnel by the 7th working day of the month.
9. The Service Provider will charge Service Charges to the Bank for the aforesaid Services as mutually agreed between the Parties in writing.



10. The Service Provider will organise itself to settle all Service related bills towards infrastructure and Personnel within the due dates agreed between the Parties in writing.

11. The Service Provider shall remain responsible to adhere to all the local governance laws and meet any other statutory requirements as may be needed to be complied with from time to time in the area of operation of Service Provider. The Service Provider shall maintain all records pertaining to such Services as per the laws and regulations from time to time. The same should be made available for inspection for the relevant authorities as and when required without any additional charges.

12. The area of operation of the Service Provider will be across India. Service Provider shall provide Services in those locations as may be communicated by ICICI Bank to the Service Provider from time to time.

B) The Service Provider shall also provide such other services as may be agreed to by the Service Provider and ICICI Bank upon such terms and conditions and charges as may be stipulated by ICICI Bank, in writing.

C) The Service Provider shall not do telemarketing for, and on behalf of ICICI Bank and/or its Affiliates, unless specifically permitted by ICICI Bank in writing in advance. The Service Provider shall, if permitted by ICICI Bank as specified herein above for telemarketing any of the products of ICICI Bank, register themselves with Department of Telecommunications (DOT) in accordance with the procedure laid down by Telecom Regulatory Authority of India (TRAI) and comply with all the regulations, terms and conditions issued by TRAI, RBI, ICICI Bank or any other statutory/government authorities from time to time. The Service Provider shall not also call the persons who have registered themselves with "Do Not Call Registry" being maintained by DOT and/or ICICI Bank, if the Service Provider is permitted by ICICI Bank to do telemarketing.

4. Effective Date, Etc:

(a) Effective Date : From the 13th day of August, Two Thousand and Thirteen.

5. Payment Of Charges and payout terms:

The Service Provider shall be paid service charges as agreed between the parties in writing from time to time. Service Charges & Payment terms are defined as under:

- Service Provider will be paid 12% service charges over Cost to Company of resources and 10% service charges over infrastructure cost or as agreed mutually between both the parties from time to time.
- Attendance of resources will be considered between 21st of previous month to 20th of the current month.
- Billing cycle will be considered as above.



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- d) Service Provider will raise invoice by 25th of the current month and will be paid by bank by 30th of the current month.
- e) Service Provider will release the payouts of resources and settle the payments of infrastructure service provider post receipt of above payments.
- f) Penalties if any towards various applicable clauses mentioned in attached Terms and Conditions will be maximum of up to 6 months' salary of the particular resource. This will be recovered by Service Provider from resources towards such concerns.

6. Miscellaneous & other Terms:

- a) Bank will not appoint any of these resources on their or associate company payrolls without taking permission in writing.
- b) Only one resource will be sitting in dealer premises hence there will not be any back up from Service Provider.
- c) In the event of discontinuing the contract for any location before 18 months from inception the bank shall reimburse to service provider the monthly apportioned cost of scanner upto 18 months from the date of inception of this contract and the service provider would surrender the said scanners to the Bank.
- d) All the provided resources and infrastructure will be property of Service Provider and bank will not have any right of claim on this. However, the Bank will have right to access / modify / delete information stored on the PCs based on specific requirements of the Bank from time to time.
- e) Service provider shall ensure providing another personnel at the sourcing channel/dealership within 7 days if the existing personnel resigns. Similarly if any of the infrastructure malfunctions or does not function or if their functioning is short of the technical specifications, the same shall be replaced within 2 days.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day, month and year first hereinabove written in the manner hereinafter appearing.

For the Service Provider:

(Applicable if the Service Provider is a body corporate - affixation of common seal to be as per constitutional documents)

The Common Seal of the within named Service Provider, Teamspace Financial Services Pvt. Ltd., has, pursuant to the resolution of its Board of Directors, passed in that behalf on the 13th day of August, 2013, hereunto been affixed in the presence of _____

For ICICI Bank:

SIGNED AND DELIVERED by ICICI BANK LIMITED, by the hand of Mr. / MS. Sathish A. R., its authorized official.



For TEAMSPACE Financial Services Pvt. Ltd

[Signature]
Managing Director/Director.



SCHEDULE II

SCHEDULE OF CHARGES:

This is in reference to the Principle agreement dated 13th August 2013.

Given below price points towards Resources, Personal Computer, Scanner, & Email Support Cost for ICICI BANK CPC Activity:

1. Personal Computer - Rs. 2250 per PC per month or any other cost mutually agreed between Service Provider and Bank.
2. Scanner - Rs. 1000 per scanner per month or any other cost mutually agreed between Service Provider and Bank.
3. Email Charges - Rs. 6750 per month.
4. Resource Cost Structure - Actual Paid CTC per month. Given below minimum CTC per region as per minimum wages act.

Delhi	13692
Gujarat	11220
Maharashtra	11050

5. Count of CPC locations across India - 221 (Subject to change as mutually agreed).
6. Service Charges - 12% over total CTC per resource & 10% over Infrastructure cost per center.
7. Service Tax as applicable.

Sample Bill Format:

Sr. #	State	Counts	Resources Cost			Infrastructure Cost					Total	ST	Total
			CTC	SC @ 12%	Total	PC	Scanner	Total	SC @ 10%	Total	Amt.	12.36%	Bill Amt
1	Delhi	80	13692	1643	15335	2250	1000	3250	325	3575	18910	2337	21247
2	Gujarat	47	11220	1346	12566	2250	1000	3250	325	3575	16141	1995	18136
3	ROMG	44	11050	1326	12376	2250	1000	3250	325	3575	15951	1972	17923
4	MUMBAI	50	11050	1326	12376	2250	1000	3250	325	3575	15951	1972	17923
Average Cost Per Resource													18807
Note			CTC includes Mobile phone cost reimbursement of Rs. 350 per month with said resource.										

To attach List of Resource, PC, Email, Scanner & Centre with location wise breakup.

Signed and delivered by the
Within named ICICI Bank limited,
at the hands of Mr. Sathish. A. R.



In presence of : Suresh Pandey
(Witness)

Signed and delivered by the
Within named Teamspace Financial Services Pvt. Ltd.
at the hands of Mr. Prashant Ashar, Director

For TEAMSPACE Financial Services Pvt. Ltd

Managing Director/Director.

In presence of : Pravin Shinde
(Witness)