

To be attached the Master Terms and Conditions

STATEMENT OF WORK – MANPOWER SUPPORT

This Statement of Work (SOW) is agreed and signed on **<please mention the date of signing here, in dd-Month-Year format, _____>** and is effective from **<please mention the date of signing here, in dd-Month-Year format, _____>** between:

RBL Bank Limited to be referred as '**RBL/the Bank**' from here on

AND

<Please mention the full name of the Supplier> to be referred as '**<Supplier>**' from here on

This document is a reference document for the Master Agreement signed between the two aforementioned Parties on **<mention the date of signing the MSA>** with **<mention the nature of engagement and reason why the MSA is signed>**

The SOW will be periodically reviewed, updated, annexed as and when required and mutually agreed by both the Parties. The latest version of the SOW for the prescribed services will supersede the previous versions of SOW by all counts.

The SOW will be maintained in 2 original copies with 1 copy being held by each Party.

IN WITNESS WHEREOF, the Parties have executed this SOW on the day first hereinabove written

RBL Bank Limited	Name of the Supplier
Signature:	Signature:
Name:	Name
Designation:	Designation:
Date:	Date:
Place:	Place:
Witness Name:	Witness Name:
Witness Designation:	Witness Designation:
Witness Signature:	Witness Signature:

I. Scope of Work / Project Overview

Supplier shall provide the following Services to RBL in accordance with the performance standards set forth below. Supplier shall submit invoices to RBL for the rendering of such Services in accordance with the fee schedule as set forth in this SOW. In rendering the Services hereunder, it is understood and agreed by Supplier that it shall not in any way hold itself out as a RBL entity. Accordingly, RBL logo shall not appear on any materials or supplies provided or used by Supplier in connection with the rendition of Services including, but not limited to, stationery, signs, equipment and the like.

Supplier further agrees that it shall not identify itself or through its personnel deputed, as a RBL entity either on the telephone, facsimile or otherwise. The following is intended as the Services to be provided by Supplier and is not intended as an exhaustive description of each Service. RBL reserves the right to modify at any time the Services to be provided by Supplier or to request the performance of other Services.

Resource (s) for the purpose of this SOW shall mean the employees of the Supplier deployed to RBL at RBL onsite or RBL offsite location for provision of services prescribed in this SOW.

Insert detailed scope of services and why resources are required for the same.

II. Stakeholders and Responsibilities

Subject to Section 18 of the Master Agreement, all duties and responsibilities assumed by Supplier hereunder including, but not limited to service standards, fees, professional responsibilities and performance standards shall be assumed by any contractors and/or subcontractors which shall likewise adhere to such duties and responsibilities.

Include Stakeholder Teams and designated employees for oversight of the said services and personnel.

III. Project Timelines

Incorporate the timelines for which we need the said Resources

IV. Service / Project Deliverable

<Clearly identify the deliverables for this project / service what is in-scope and what is out of scope>

Additionally describe the minimum qualification of resources, experience and specific scope of work to be undertaken.

V. Commercial Terms

<The Fees and payment terms for the resources for provision of services>

VI. Payment Terms for Services

- A. Invoices shall be submitted by Supplier on a monthly basis and shall be due and payable not later than 30th day from (i) receipt of the invoice by RBL or from (ii) the date the Services are performed, whichever is later.

Comment [MR1]: Please confirm

- B. Any additional costs, such as costs incurred for special projects at the written request of RBL, which are not associated with any Services, will be invoiced in the month in which the costs were incurred.
- C. In the event of invoice or billing disputes, RBL will pay all the amounts that are not in dispute. RBL agrees to cooperate with Supplier to resolve all disputed amounts expediently.
- D. Supplier agrees to maintain documentation supporting the charges contained in its invoices for its rendition of the Services hereunder and agrees to conduct audits and to cooperate with RBL in its or its designee's audits to ensure the integrity and accuracy of such information.
- E. All fees and other charges provided for it in this Agreement are exclusive of all federal, state, municipal or other governmental excise, uses or similar taxes.
- F. Supplier shall adhere to and comply with all laws that may be applicable to the resources engaged and extend all benefits. The sole responsibility of the same shall be of the Supplier and any liability arising out of omission and/or commission of any statutory duty shall be on the account of the Supplier. The Supplier shall keep RBL indemnified for all penalties, damages, loss and non-compliances arising out of such omission and/or commission of any statutory duty by the Supplier.
- G. Supplier shall provide invoices to RBL on a monthly basis and shall include details of the categories of resources deployed. Such invoices shall be numbered and dated, and such numbers will not be repeated for a two (2) year period. All invoices shall be in writing on Supplier's letterhead, signed by an authorized representative of Supplier, and shall designate the Services rendered in sufficient detail to determine the accuracy of the charges. The invoices will be submitted to the following persons :

Supplier : RBL :

- H. Each invoice shall contain the following minimal information and be in the appropriate format as designated by RBL. RBL may, at its sole discretion, request additional information be included on the invoices, or that the format be altered.
- 1) The time period covered by the invoice.
 - 2) An itemized listing of the Services provided and the fees associated with each such Service.
 - 3) Itemized listing of any additional Services and related costs, if any.
 - 4) Sub-totals.
 - 5) Taxes.
 - 6) Total fees for the prior period.
 - 7) Where applicable, disbursements must be itemized separately and all original receipts (not copies) for disbursements must be attached to the invoice.
 - 8) The name of RBL Business for which the Services are provided, if applicable.
 - 9) The Accounts ("AP") code and cost center for the RBL Program Manager, if applicable.
 - 10) The name, title and telephone number of the RBL Program Manager.
 - 11) Where applicable, an itemized list of all fees billed to RBL including :
 - The date the Services were provided.
 - The name of the individual providing the Services.
 - A description of the Services provided.
 - The hourly rate, if applicable.
 - The number of hours worked on that day.
 - The fees for that day (hourly rate x total hours worked).

Comment [MR2]: Please confirm with Tax basis agreed terms with Suppliers.

Comment [MR3]: Insert Details of Suppliers

- The total of all fees for the billing period.
Note: RBL does not pay charge for time spent in preparing bills.
- 12) Where applicable, an itemized list of all disbursements billed to RBL including:
 The date of the disbursement.
 The type of disbursements:
 - Airfare (including the number of trips and names of travelers in the description).
 - Lodging.
 - Business meals and entertainment.
 - Private car services, taxis and car rentals.
 - Long distance telephone calls and faxes.
 - Photocopies (specify the number of pages and the cost per page in the description)
 - Video conferences.
 - Third-party service forms (attach the third-party invoice).
 A description of the disbursement.
 The total cost for the disbursement.
 The total of all disbursements for the billing period.
Note : Original receipts (not copies) must be attached to the invoice in order to be paid.

- I. RBL reserves the right to decline to pay any invoice received more than ninety (90) days after the end of the month in which the Services that are the subject of the invoices were performed. If RBL inadvertently pays an invoice which on review proves to be out of compliance with the procedures provided therein, it retains the right to reimbursement of such charges.
- J. As provided under Section 18 of the Agreement, the use of the contractors and subcontractors by Supplier is subjected to the approval of RBL. Any agreed upon pass-through charges by these contractors or subcontractors must be billed to RBL at the cost to Supplier (i.e., without mark-up) and itemized on Supplier's invoices to RBL. (The contractor's or subcontractor's invoices must be attached to Supplier's invoices, as well).

VII. Single point of contact

Comment [MR4]: Please insert.

Organization	Primary	Secondary
RBL		
the Supplier		

VIII. Escalation Matrix

<Please fill in the details along with contact information viz. e-mail and telephone nos.>

Escalation Level	the Supplier	RBL
First		
Second		
Third		
Final Level		

IX. Delays & Penalty

Time being the essence in this Agreement, the Parties hereby agrees that the following shall represent the significant milestones for the Project (the "Milestones"):

<Prescribe performance milestones for the Resources deployed>

Should there be an actual delay or failure solely attributable to **the Supplier** to meet any of the Milestones for the Project as set forth in as above, as the same may be amended or modified by written agreement of the Parties, **the Supplier** shall be liable to pay RBL as penalties such amounts as shall be equivalent to _____ (____%) of the total monthly fees until **the Supplier** meets the Milestone in question to the satisfaction of RBL.

Comment [MR5]: Please insert necessary % basis commercial understanding with the Supplier.

The penalties imposed under this Section shall be without prejudice to any other right of action that RBL may have against **the Supplier**, including the right to contract the services of a third party to complete the work required to meet the required Milestones, at the cost and expense of **the Supplier**.

Should there be a delay in the performance by **the Supplier** of its obligations under this Agreement on account of an act or omission attributable to RBL, RBL agrees that to the extent alone of such affected obligations, the time for delivery or performance thereof shall be extended for such length of time equivalent to the duration of the delay. During such extended period, **the Supplier** shall not be liable for the penalties provided in above para with respect to the obligations, the submission or completion of which, have been extended under this Section. Provided, that upon learning of or discovering any act or omission attributable to RBL which **the Supplier** expects would cause delay, **the Supplier** shall immediately notify RBL in writing of such act or omission and the delay expected therefrom.

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X. Resources deployment and replacement

If RBL needs extra resources to be deployed under this engagement, the Supplier will deploy them at the decided rates within a period of 10 calendar days; any request to downsize on resourcing in the existing team will be fulfilled in 3 calendar days.

Any request to change / replace a resource will be effected in 15 calendar days at no extra cost to RBL and the Supplier will ensure that there has been a effective handover between the incumbent and the incoming resource.

XI. Termination of SOW

This SOW can be terminated by RBL with a one months' notice to the Supplier.

XII. Management and Monitoring Responsibility

- A. Except as set forth hereunder or as otherwise directed by RBL, Supplier agrees to meet with RBL, on a monthly basis, for the purpose of reviewing the Services provided by Supplier pursuant to the requirements of the Agreement and SOW and the attached Schedules. Supplier shall submit a monthly report to RBL which shall include, but not be limited to, the following information :
 - A status report on Services provided during the month identifying any performance standards not met; and
 - Any other information requested by RBL.
- B. Supplier agrees to meet with RBL on a quarterly basis to review all aspects of the Services provided hereunder and/or any other matters of mutual interest to Supplier and RBL. Such quarterly meetings shall

be attended by the Supplier's RBL Account Representative and, at the option of RBL, these meetings may be held on a more frequent basis.

- C. Notwithstanding the provisions as set forth in above, Supplier agrees to meet with a RBL representative at anytime at the request of RBL to review the Services provided by Supplier hereunder.
- K. As a material requirement of this Agreement, Supplier agrees to provide RBL with any and all management information requested by RBL for the purpose of documenting and/or analyzing the Services provided hereunder. RBL will select, at its sole discretion, the management information reports necessary for its management information needs. Any reports provided by Supplier shall be in the format designated by RBL.

XIII. Additional Terms and Conditions

The Supplier represents and confirms that

1. The resources deployed to the RBL for provisions of services shall have the requisite qualifications and experience for provision of the said services.
2. The Supplier shall ensure deputation of the relevant resources to complete the said services as described in the said scope of services.
3. Necessary Licenses and registration shall be in place and renewed on a periodic basis as is required under applicable statutes are regulations for provision of the said services through the Resources.
4. That the Resources are employees of the Supplier and no employer – employee relationship is created between the Bank and the Resources deployed to the Bank for the provision of the said services.
5. On termination of this SOW, the Supplier shall ensure that the deputed Resources do not enter any premises of the Bank for any reason or cause. RBL is not liable for any payment of wages or remuneration in any form or kind to Resources of the Supplier.
6. The Supplier shall ensure that the Resources deployed to the Bank are fully conversant with the code of conduct prescribed for such Resources by the Bank and are compliant with the same. The engagement with the Resources by the Bank shall be governed by the RBL Rules and be strictly complied with the by the Resources.
7. RBL, in writing, may highlight any such incidents or misconduct, non-performance, fraudulent acts or breach of the terms and conditions by resources supplied to RBL by the Supplier. The Supplier shall as per its internal disciplinary matrix initiate necessary action as it deems fit against its own employees for any non-performance,

compliance or misconduct when highlighted by RBL.

8. The rates of wages payable to the Resources by the Supplier shall not be less than the rates prescribed under the Minimum Wages Act for such employment.
9. The Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks apply for the scope of services mentioned in this SOW. The Supplier shall comply with all the said regulatory requirements in the capacity of the Outsourced Service Provider to the extent applicable.
10. The Supplier shall intimate the Bank, prior to deployment to the Bank for provision of services if any of the resources of the Supplier is affiliated to any Trade union.
11. That it shall maintain necessary copies of salary registrars with signature of the Resources as a proof of having received the salary from the Supplier in each month. The Supplier shall provide the following copies and documents to the Bank for its records and routine inspections:
 - a) Registration under Contract Labour [Regulation & Abolition] Act, 1970
 - b) Registration under Bombay Shops & Establishments Act, 1948
 - c) E.S.I.C Code No. under Employees' State Insurance Act, 1948
 - d) Provident Fund Code No. under Employees' Provident Funds
 - e) Miscellaneous Provisions Act, 1952
 - f) Professional Tax No. under Maharashtra State Tax on Professions, Trades,
 - g) Callings and Employments Act, 1975
 - h) Registration under Labour Welfare Fund Act
 - i) If transportation services are being outsourced then drivers must possess
 - j) Driving License and vehicles should be registered, having third party insurances.
 - k) Register of Wages or Muster-roll-cum-wage-register of the preceding month.

Comment [MR6]: HR/IT Team to prescribed code of conduct for all such Resources deployed to RBL premises.

They must also be fully compliant with the Information Security provisions and obligations to ensure data protection of the Bank.

We should prescribe a Do's and Donts such as we do for employees in the HR Manual however it should not include any disciplinary matrix as the same is a prerogative of the Supplier.

Rules should include items such as

Resources deployed by the Supplier shall be provided with Identity Cards as prescribed under relevant Rules by the Supplier

Comment [MR7]: These Rules must contains

- a) Attendance
- b) Leave Process
- c) Timelines for the Resources
- d) Working days and Holidays
- e) Overtime (There should be no extra payment for OT except if the same is specifically agreed with the Supplier.

Comment [MR8]: These must be captured for the vendors to follow. If the same is formalized in case of any breach of the rules, we can go after them or hold back payment.

- l) Licenses, approvals, registrations, registers or other such documents required to maintained under any other laws that may be applicable for the provision of the said services through its resources.
12. The Supplier shall provide copies of following documents every month pertaining to employees deputed to the ;
- a) ESI Contribution Remittance Challan
 - b) PF Contribution Remittance Challan
 - c) Register of Workmen Employed by Contractor
 - d) Identity Card of Contractor
 - e) Muster Roll of Contract Workers
 - f) Register of Wages
 - g) Register of Over Time
 - h) Register of Advances, Fines, Deductions
 - i) Wage/Payment Slip
 - j) Labour Welfare Fund Challan
 - k) Copy of License for the year
 - l) Workmen's Compensation Policy
 - m) Professional Tax Challan
 - n) Any other such proof of payment or documents to establish compliance with applicable statutes and laws
13. Supplier shall not appoint any sub-contractor without procuring prior consent of the Bank.
14. Supplier shall provide adequate number of supervisory staff for each shift to ensure proper control for executing the assigned services. The Supplier shall designate a supervisory supplier staff member to oversee the performance and productivity of the resources deployed to the Bank for the said scope of services.
15. The Supplier shall maintain all relevant registers pertaining to the employees engaged by him at the Bank Location.
16. The Supplier shall at the direction of the Bank replace the deputed resources as per the replacement provision mentioned in this SOW.