

**STATEMENT OF WORK FORMAT**

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' from here on

AND

*<Please mention the full name of the organisation>* to be referred as *'<Please mention the preferred short name>'* 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 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	<i>&lt;Please mention the full name of the company&gt;</i>
Signature:	Signature:
Name:	Name
Designation:	Designation:
Date:	Date:
Place:	Place:
Witness Name:	Witness Name:
Witness Designation:	Witness Designation:
Witness Signature:	Witness Signature:

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## 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 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.

*Insert detailed scope of work*

## II. Stakeholders and Responsibilities

*<Please detail out the stakeholders involved in this project/deliverable and mention their responsibilities very clearly>*

Subject to Section 18 of the 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.

## III. Project Timelines

*<Please mention the project timelines in detail with the various milestones related to the project clearly identified>*

## IV. Service / Project Deliverable

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

## V. Delay in Delivery

*<Please mention the penalties that will be imposed on the service provider if there is a delay from the project timelines mentioned above>*

## VI. Commercial Terms

*<Please mention the detail commercial terms of the engagement as applicable to this SOW, also mention the per man day charges>*

## VII. Payment Terms

- A. Invoices shall be submitted by Supplier on a monthly basis and shall be due and payable not later than 30<sup>th</sup> day from (i) receipt of the invoice by RBL or from (ii) the date the Services are performed, whichever is later.
- 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 expeditiously.
- D. Pursuant to Section 4 of the Agreement, 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, GST, uses or similar taxes.

**Comment [MR1]:** Please confirm and align to terms agreed with the Supplier

### Billing Process

- A. Supplier shall provide invoices to RBL on a monthly basis. Such invoices shall be numbered and dated, and such numbers will not be repeated for a seven (7) 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 : \_\_\_\_\_

**Comment [MR2]:** Please confirm the periodicity of Payments

**Comment [MR3]:** Please insert.

- B. 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).
  - 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).
    - GSTIN
  - 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.

- C. 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.

- D. 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).

#### VIII. Testing

<Please mention the nature of testing that will be conducted and the various of types of testing that will be conducted, please specify the exact roles and responsibilities of the each party in testing. It is mandatory that load and stress testing is done if it is a new application that is being commissioned>

#### IX. Acceptance Criteria

<Clearly identify the acceptance criteria for the completion of the project or the service delivery>

#### X. Warranty Period

The Supplier undertakes to provide a warranty for the application / services / functionality delivered for a period of 6 months after the go live of the application/services/functionality. AMC will be charged after the completion of the warranty period.

#### XI. Software Maintenance & Support

The Software for RBL would be hosted out of RBL's servers. Following is the minimum required server specifications to be provided by RBL for the installation and running of the software:

##### 1. Software Requirement for <application>

- Microsoft Windows Server 2003 Server edition, plus Service Pack 2
- In addition to the operating system, the following operating system components must be installed on a system running the web server
  - IIS (Internet Information Server 6.0 and above)
  - Microsoft SQL Server 2005 Service Pack 2
  - SMTP connectivity for email
  - Microsoft.Net framework 2.0
  - Web Browser: Internet Explorer 4.0, Equivalent Browser

##### 2. Hardware Requirement for <application>

Following are the minimum hardware requirements for the Database cum Application Server:

- Intel 3GHz + (Dual Core)
- 4GB of random access memory
- 40GB free hard disk space (application plus database)

##### 3. Technical Support

<Please detail out how technical support will be provided for this particular engagement>

##### 4. Production Support

<Please detail out how production support will be provided for this particular engagement / application, please mention the mechanism for logging production support calls and the resolution of the same>

##### 5. Single point of contact

Organization	Primary	Secondary
RBL		
the Supplier		

##### 6. Production Support Window

The production support window will be Monday to Saturday from 9:30 a.m. to 6:30 p.m. The support team will observe RBL working calendar. The RBL holiday calendar for the year will be shared with <name of the organization>

**Comment [MR4]:** Please confirm in light of the varied services that Supplier may provide in a case by case basis.

**Comment [MR5]:** Insert SPOC Details

## 7. Logging production support calls

The Supplier will provide access to a web based application to log calls to an authorized person in RBL.

## 8. Severity Definition

Severity	Definition	Symptoms
Show Stopper	Business Impacted severely and NO transactions can be affected.	Application Crash, Abnormal end to EOD processes, Server Crash, DB crash, Application server stops responding.
High	Business and /or financials are impacted, a given functionality is NOT working as per expectations, but the application functions	A particular transaction in the application does not work which severely impacts business and financials of the company & and impacts the customer financially.
Medium	Business is not impacted; a given functionality on a screen or field does not work. But the application functions	A validation on the field does not work.
Low	Aesthetic changes or Irritants which keep popping up.	A report is misaligned, a screen is not aligned.

## 9. Response SLA

**Comment [MR6]:** Please add

Type	TAT
Low	
Medium	
High	
Show Stopper	

## 10. Update of Progress SLA

**Comment [MR7]:** Please add

Type	TAT
Low	
Medium	
High	
Show Stopper	

## 11. Resolution SLA

**Comment [MR8]:** Please add

Type	TAT
Low	
Medium	
High	
Show Stopper	

#### 12. Delay in Resolution SLA:

If there is a delay in resolution of a show stopper, a defect categorized as either high or medium after going live and during production support, the Supplier is liable to incur a penalty amount for such delays. This penalty amount is:

- Applicable, considering that all required information, remote access to Application, inputs and data have been provided to the Supplier on-time by RBL and the delay is solely on account of the Supplier
- Not applicable for third party component fixes and new enhancements / change requests and upgrades. The Supplier will address the third party component issues raised by RBL to the "third party organization" and will update the same to the RBL within one business day.
- Not applicable if there are out of control events like natural calamities (floods, tsunami, earthquakes...etc), riots, bandhs and such other sudden events which might halt business halt.
- **Calculated as 25% of per man hour charge** amount for per business hour delay from the deadline resolution time

#### 13. Escalation Matrix and SLA

<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		

#### 14. User Support

- User support for an application engages activities in supporting the user community of the application.
- **RBL** will provide user support internally and escalate and production support and Sustenance issues to the Supplier.

#### 15. Response time commitment

The Supplier commits that the response time for the application <please define the agreed parameters>

No.	Bandwidth Per User	Response time per page / transaction
1		
2		
3		
4		
5		

If the response time is beyond that mentioned above, the Supplier will undertake necessary steps to bring it back to par at no extra cost to RBL. Purchase of H/W and S/W licenses will be done by RBL.

#### 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"):

- Delivery by the Supplier of the Project Plan to RBL for approval no later than the last day of the Planning Phase of the Project as provided in this Agreement;
- Delivery by the Supplier of the Specification Document to RBL for approval in accordance with the deadline set forth in the Project Plan



- (c) Delivery by the Supplier of the Design Document to RBL for approval in accordance with the deadline set forth in the Project Schedule;
- (d) Delivery by the Supplier of the Development Works with the updated source codes to RBL upon completion of User Acceptance Tests in accordance with above Sections of this Agreement; and

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 Development Cost of the project for each week of delay, until the Supplier meets the Milestone in question to the satisfaction of RBL. 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. For the avoidance of doubt a "week" shall be understood to mean a period of seven (7) consecutive calendar days, regardless of intervening holidays or non-working days.

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.

#### 16. Change request

<Clearly define the process by which change requests will be handled>

#### 17. Configuration management / Development environment

The Supplier will maintain a proper development environment specific to RBL changes and will ensure that all changes after go live are part of the configuration management system. RBL will also maintain a copy of the release in its own configuration management environment.

#### 18. Maintaining a backup of the code

The Supplier will ensure that it will maintain a copy of the code specific to RBL at a remote location.

#### 19. Testing Environment

RBL will have its own test environment, which will not be similar to the production environment in terms of storage, capacity and power.

### XII. AMC Support

<Very clearly detail out what is in scope of AMC and what is out of scope of AMC>

#### • System Software Upgrades

All software upgrades, be it feature enhancement in the modules licensed to RBL and / or technology upgrades to the overall product done by the Supplier, it will be provided free of cost to RBL during the tenure of the AMC period. If RBL requires any customization in the enhanced features, the same will be estimated and terms mutually agreed upon by both the Parties.

#### • Housekeeping Policy

The Supplier will assist RBL in application maintenance by defining relevant housekeeping policies viz. Purging of log files, deleting unwanted files, Database purging and cleansing etc. and keep them updated on a regular basis as part of the AMC and will not be billed separately.

#### • Hardware failure

the Supplier will assist RBL in case of any issues arising out of hardware problems such as Server Migration, load balancing, server crash / recovery, hardware upgrade, OS crash, database crash etc. This would be part of AMC and will not be billed separately.

- **Setting the Disaster Recovery**

The Supplier will help RBL with setting up the DR application as part of the AMC and will not charge RBL anything extra.

- **Application Upgrades**

All major / minor application upgrades will be provided under the AMC. Implementation of these upgrades will not be charged to RBL.

**XIII. Documentation**

<Very clearly detail out what documentation will be provided by the Supplier and what will be the frequency of update of these documents>

**XIV. Resources deployment**

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.

**XV. Progress Review mechanism**

The Supplier will be responsible for calling periodic review meetings with the RBL team, these meeting should be held at least once every quarter.

**XVI. Termination of SOW**

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

**XVII. Annexure**

<Please mention all the annexure that will be attached to this document, ex. Requirements Document etc>

**XVIII. 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 the attached Schedules. Supplier shall submit a monthly report to RBL which shall include, but not be limited to, the following information:
  - 1) A status report on Services provided during the month identifying any performance standards not met; and
  - 2) 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.
- D. 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.

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