Annexure 12–Service Level Agreement

Vendor will have to guarantee a minimum uptime of **99.9%,** calculated on a monthly basis. Application availability will **be 99.9**% 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 monthly basis.

Total Available Time – 24 hrs per 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 >= **99.9%**	No Penalty
99.5% =< A <**99.9%**	2% of cost of monthly subscription charges
99% =< A < 99.50%	5% of cost of monthly subscription charges
A < 99%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly subscription charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the Monthly Subscription Charges** and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.99% for three (3) consecutive months, the Bank may have the right to terminate the contract. 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.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.

- A Service Level Default will occur when the vendor fails to meet Minimum uptime **(99.9%),** as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	**Number of users impacted**	**Effective Downtime**
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the appplications are affected	90%
Severity 3	Any problem where <= 10% of the users of the appplications are affected	80%

SLA Penalty Calculation:

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore the effective downtime for the month would be:

5 hours x 90% = 4.5 hours

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.